United States Court of Appeals

for the Second Circuit

JOINT APPENDIX

76-7086

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

CASE NO. 74 Civ. 2544 (MEL)

B

P/S

ATLANTIC LINES LIMITED,

Plaintiff-Appellant,

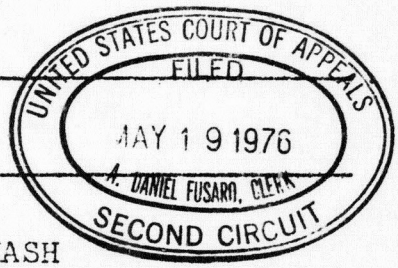
v.

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

JOINT APPENDIX



HILL, BETTS & NASH
Attorneys for Plaintiff-Appellant
One World Trade Center
Suite 5215
New York, New York 10048
(212) 466-4900

PAGINATION AS IN ORIGINAL COPY

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CIVIL DOCKET

UNITED STATES DISTRICT COURT

74 Civ 25

Jury demand date:

LASKER, J.

74CIV2544

C. Form No. 106 Rev.

TITLE OF CASE	ATTORNEYS
ATLANTIC LINES LIMITED VS AMERICAN MOTORISTS INSURANCE CO.	For plaintiff: HILL, BETTS & NASH One World Trade Center, Suite 5215 NYC 10048 466-4900 For defendant: DOUGHERTY, RYAN MAHONEY, PELLEGRINO & GIUFFRA---576 Fifth Ave., NYC 10036 765-7100

STATISTICAL RECORD	COSTS		DATE	NAME OR RECEIPT NO.	REC.	DISB.
S. 5 mailed x	Clerk		4/12/74	Hill B	15	
			6/25/74	Rec'd		15
S. 6 mailed ~~x Reopen 9-13-74~~ 2-5-76	Marshal					
sis of Action: Breach of ntract, loss sustained by sured.	Docket fee					
	Witness fees					
ction arose at:	Depositions					

1a

BEST COPY AVAILABLE

74 Civ 2544 Atlantic Lines Ltd. Va American Motorists Ins. Co. Lasker, J.

DATE	PROCEEDINGS	Date Order Judgment No.
Jun 12-74	Filed Complaint & issued Summons.	
Jun 27-74	Filed Summons with Marshal's returns. Served: American Motorist Insur. Co. by J.P. Tracey on 6-20-74	
Jul 17-74	Filed Default Judgment #74,594...Ordered, Adjudged and Decreed that pltff. recover of the deft. American Motirists Ins. Co. The sum of $19,713,63 with interest at the rate of 6% per annum from the 18th day of Jan. 1973 to wit $1,774.22, and costs in the sum of $38.00 all totalling $21,525.64...Raymond F. Burghardt, Clerk	
Sep 13-74	Filed Stip. & Order that the default judgment entered on 7-17-74 is vacated and the ~~xx~~ litigation is restored to the active docket....deft. will serve and file its answer to the complaint within one(1) week after entry of this Order..... .....Lasker, J.	
Sep 17-74	Filed Deft's ANSWER. DRMP&G--- 9-17-7	
Sep 17-74	Filed Deft's Notice to take deposition of pltff.	
Sep 19-74	Filed Order & Stip. of Agreed Facts....Deft. American Motorists Ins. Co. issued its policy OM 50082 to pltff. Atlantic Lines Ltd and others for a premium paid... Pltff. Atlantic Lines Ltd. has reimbursed the lessors for the depreciated value of the allegedly stolen chassis listed in para. 4...Deft. American Motorists Ins. Co. has made two separate payments by check to the pltff, both payments purportedly in full settement of the claim herein. Both checks were rec'd uncashed to the deft.....Approved..Lasker, J.	
Apr 24-75	Filed Memorandum by pltff to be considered as a motion for summary judgment. Ret. 5-8-75. (By request of J. Lasker)	
5-16-75	Filed Deposition of Atlantice Lines Ltd. by R. Camardella taken on 11-25-74.	
5-19-75	Filed Deft's Memo of Law submitted in opposition .	
5-20-75	Filed Order & Stip of Additaional Facts....Lasker,J.	
5-14-75	Filed CONFERENCE HELD BY [illegible]	
5-20-75	Filed Deft's Affivt Offer of Proof by J. P. McDyyer dated 10-9-75.	
2-5-76	Filed Opinion #43835. For the reasons stated-------the complaint is dismissed. Lasker J.(mailed notice)	

BEST COPY AVAILABLE

United States District Court
Southern District of New York

- -x

ATLANTIC LINES LIMITED, :

Plaintiff, :

-against- :

AMERICAN MOTORISTS INSURANCE COMPANY, :

Defendant. :

- -x

COMPLAINT

USDC
Filed Jan 13 1974
SDNY

Plaintiff, by its attorneys, Hill, Betts & Nash, complaining of defendant alleges the following:

1. Plaintiff is a corporation incorporated under the law of the Bahama Islands and has its principal place of business in the Bahama Islands.

2. Upon information and belief defendant is a corporation incorporated under the laws of the State of Illinois and has its principal place of business in that State. Defendant maintains an office within this District for the conduct of its insurance business.

3. The matter in controversy exceeds, exclusive of interest and costs, the sum of ten thousand dollars.

4. On June 15, 1971, defendant, for a premium paid by plaintiff, executed and delivered to plaintiff its policy No. OM 50082 covering physical loss or damage anywhere in the world to cargo containers and chassis owned by or leased to plaintiff.

5. While the aforesaid contract of insurance was in full force and effect and sometime on or before January 18, 1973, two forty foot dry cargo containers, two twenty-three foot six inch cargo container chassis, and five forty foot cargo

container chassis on lease to plaintiff were stolen from the 23rd Street Pier, Brooklyn, New York. One forty foot cargo container chassis was eventually located in a vacant lot in Brooklyn, stripped of its parts, and was repaired and returned to service.

6. The depreciated value and repair cost of the aforesaid stolen cargo containers and cargo container chassis is $21,963.62.

7. Plaintiff is responsible to its lessors under lease terms for the depreciated value and repair cost of the aforeaaid stolen cargo containers and cargo container chassis.

8. Plaintiff has duly performed all the conditions of said policy on its part.

9. Defendant has failed and refused to pay the full amount of plaintiff's loss due under the aforesaid insurance policy.

WHEREFORE, plaintiff demands judgment against defendant for the sum of $21,963.62, interest and costs.

HILL, BETTS & NASH

By: EDWIN LOZOCOKE

A Member of the Firm
Attorneys for Atlantic Lines Limited
Office & P.O. Address
One World Trade Center
Suite 5215
New York, New York 10048

ENTERED

SEP 17

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

ATLANTIC LINES LIMITED,

Plaintiff,

-against-

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant.

----------x

ANSWER

74 Civ 2544 (IEL)

Defendant, AMERICAN MOTORISTS INSURANCE COMPANY, answering the Complaint of the plaintiff herein by its attorneys, DOUGHERTY, RYAN, MAHONEY, PELLEGRINO & GIUFFRA, respectfully shows to the Court and alleges upon information and belief:

1. Defendant denies that it has knowledge or information sufficient to form a belief as to the allegations contained in paragraph 1 of the complaint.

2. Defendant admits that it is a corporation under the laws of the State of Illinois and has its principal place of business in that State, and except as so admitted, it denies the allegations contained in paragraph 2 of the complaint.

3. Defendant denies the allegations contained in paragraphs 3, 5, 6, 7, 8, and 9 of the complaint.

4. Defendant admits that on or about June 15, 1971, for a premium paid by plaintiff, executed and delivered to plaintiff its policy No. OM 50082, and except as so admitted, it denies the allegations contained in paragraph 4 of the complaint.

AS AND FOR AN AFFIRMATIVE DEFENSE

5. That the loss, if any, is not covered by the policy issued by the defendant to the plaintiff, and the

defendant pleads the terms of the policy as a defense to the plaintiff's allegations.

WHEREFORE, defendant demands judgment dismissing the complaint, together with the costs and disbursements of this action.

Dated: New York, New York
July 29, 1974

DOUGHERTY, RYAN, MAHONEY, PELLEGRINO & GIUFFRA

BY: _____
A MEMBER OF THE FIRM

Office & P.O. Address
576 Fifth Avenue
New York, New York 10036

TO:

HILL, BETTS & NASH
One World Trade Center
Suite 5215
New York, New York 10048

411724

SEP 17

RECEIVED EL/JPL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ATLANTIC LINES LIMITED,

Plaintiff,

-against-

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant.

74 Civil 2544 (MEL)

USDC FILED SEP 19 1974 SDNY

ORDER & STIPULATION OF AGREED FACTS

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for the respective parties hereto that:

(1) Defendant American Motorists Insurance Company issued its policy OM 50082, a copy of which is attached hereto as Exhibit A, to plaintiff Atlantic Lines Limited and others for a premium paid.

(2) Said insurance policy OM 50082 was in effect on the date that plaintiff alleges the losses herein were incurred, to wit, on or before January 18, 1973.

(3) The following containers and chassis which the plaintiff alleges were lost, were on lease to plaintiff from various lessors at the time the losses alleged in the action herein were incurred. Copies of said leases to plaintiff, marked Exhibits B, C and D, are attached. The acquisition date of each container and chassis by the plaintiff is set forth below. Furthermore, each lease stated the original values for each container and chassis on the acquisition date by the plaintiff and the rates of depreciation set forth below:

Container Chassis I.D. No.	Acquisition Date	Original Value	Rate of depreciation
SCIU 407124-2	9/17/71	$2,200.00	9% per year
SCIU 407344-0	11/12/71	2,200.00	9% per year
ATLZ 162002	7/19/71	2,507.00	0.75% per month
ATLZ 162031	7/28/71	2,507.00	0.75% per month
ATLZ 104021	7/8/71	2,597.00	0.75% per month
TLCC 30003	2/22/72	3,200.00	$21.33 per mont
TLCC 30018	3/10/72	3,200.00	$21.33 per mont
TLCC 30030	2/29/72	3,200.00	$21.33 per mont
TLCC 30046	Repair claim		

(4) Plaintiff Atlantic Lines Limited has reimbursed the lessors for the depreciated value of the allegedly stolen chassis listed in paragraph 4 above as follows:

(a) Check payable to Intermodal Transportation Systems Inc., a copy of which is attached hereto as Exhibit E, for chassis ATLZ 162002, 162031 and 104021 in the amount of $6,965.38;

(b) Check payable to Ambey Corporation, a copy of which is attached hereto as Exhibit F, for chassis TLCC 30003, 30018 and 30030 in the amount of $8,917.44.

(5) Defendant American Motorists Insurance Company has made two separate payments by check to the plaintiff, both payments purportedly in full settlement of the claim herein. Both checks were returned uncashed to the defendant.

Dated: New York, New York
September 9, 1974

HILL, BETTS & NASH

By EDWIN [illegible]
A Member of the Firm
Attorneys for Plaintiff
Office & P.O. Address
One World Trade Center
Suite 5215
New York, New York 10048

DOUGHERTY, RYAN, MAHONEY,
PELLEGRINO & GIUFFRA

By _____
A Member of the Firm
Attorneys for Defendant
Office & P.O. Address
576 Fifth Avenue
New York, New York

Approved, Sept 18th, 1974

/s/ Morris E. Lasker
United States District Judge

orm No. F-1-38-5M-8/72 (P.S.F. Inc.)

CHESTER, BLACKBURN & RODER, INC., ETAL.

February 6, 1973

It is hereby understood and agreed that effective as to risks applicable to this Open Policy on and after January 1, 1973, the Assured for all purposes is amended to read:

CHESTER, BLACKBURN & RODER, INC. &/OR ATLANTIC LINES LTD. &/OR ATLANTIC BRAZIL LINE LTD. &/OR INTERNATIONAL TRAILERLINE CORP.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

American Motorists Insurance Co.
Roy T. Ketchum

Attached to and forming part of Policy No. OM 50082 of American Motorists Ins.

Agent

Jae

JAMES & Co. of New York
DESPARD INTERNATIONAL
55 WATER STREET • NEW YORK, N.Y. 10041

10a

DESPARD INTERNATIONAL, INC.

INSURANCE BROKERS AND AVERAGE ADJUSTERS

New York, N.Y.

Container and Chassis Policy

No. OM 50082

The American Motorists Insurance Company

(Hereinafter referred to as: These Assurers)

Does Insured

Chester, Blackburn & Roder, Inc. and/or
Atlantic Lines Ltd. and/or Atlantic
Brazil Line Ltd.

1. For account of the Assured.

2. Loss, if any, payable to the Assured or order.

INTEREST INSURED

3. On Cargo Containers and Chassis, and equipment attached to or installed therein owned by or leased to the Assured and for which the Assured may be liable or has agreed to insured.

GEOGRAPHICAL LIMITS

4. Anywhere in the world.

CONVEYANCES

5. Per any owned or non-owned steamers and/or motor vessels and/or barges and/or boats and/or land conveyances and/or otherwise.

LIMITS OF LIABILITY

6. These Assurers shall be liable to pay, irrespective of values at risk, up to but not exceeding their respective interests in:

A. $500,000. per any one vessel

and

B. $500,000 in any one accident or occurrence ashore.

EXHIBIT A

7.18

11a

Despard International Inc. 161 WILLIAM STREET NEW YORK, N. Y. 10038

CHESTER, BLACKBURN & RODER, INC. etal

September 22, 1971

It is understood and agreed that effective from inception June 15, 1971, clause No. 7 is cancelled and replaced as follows:

COVERAGE AND DEDUCTIBLE

7. A. To pay for physical loss or damage to the property insured from any external cause except as excluded below.

B. From the amount of any claim insured hereunder shall be deducted $250.00 per each unit being separately or combination of container and chassis. Notwithstanding the above deductible no more than $2,500 shall be deducted in respect of any one accident, occurrence or vessel voyage. No deductible shall be applicable to General Average and/or Salvage and/or Special Charges.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Attached to and forming part of Policy No. OM 50082 of American Motorists Ins. Co.

dc

CARGO UNDERWRITER

Agent

12a

COVERAGE

7. To pay for physical loss or damage to the property insured only if amounting in excess of $250 any one unit (being separately or combination of chassis, container)or $2,500 any one accident or occurrence from any cause whatsoever except as excluded below. Also to pay General Average and/or Salvage and/or Special Charges irrespective of percentage.

EXCLUSIONS

8. A. Excluding damage which is due to and confined to wear and tear, freezing, mechanical breakdown or failure, unless such damage results from theft.

B. Excluding the risks per these paramount warranties which shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these warranties and expressly assumes the said risks:

(1) "Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

" Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy".

(2) "Warranted free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder."

7.18

13a

S.R. & C.C.

9. This insurance also covers damage, theft, pilferage, breakage or destruction of the property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions and destruction of or damage to the property directly caused by persons acting maliciously.

While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the Canal Zone, the Virgin Islands and Canada, this insurance is extended to cover damage, theft, pilferage, breakage or destruction of the containers insured directly caused by "Vandalism", "Sabotage" and "Malicious Mischief", and as so extended shall include such losses directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described containers are situated.

Nothing in these clauses shall be construed to include or cover any loss, damage, deterioration or expense caused by or resulting from:

(a) change in temperature or humidity

(b) the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion

(c) delay or loss of market

(d) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, excepting only the acts of certain agents expressly covered above

(e) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Insurance granted in this paragraph may be cancelled by Underwriters or the Assured upon forty-eight hours written or telegraphic notice to the other party, but such cancellation shall not affect property at sea until arrival of vessel at safe berth or anchorage.

F.R.

VALUATION

10. Valued at cost to repair or replace without regard to depreciation (except with respect to tires) but not to exceed original cost to the Assured or other value declared and reported hereunder prior to known or reported loss.

SUE & LABOR

11. In case of any loss or misfortune, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the aforesaid subject matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof these Assurers shall bear in proportion to their respective interests in the sum hereby insured, and it is expressly declared and agreed that no acts of the Assurers or of the Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

TOTAL LOSS

12. No recovery for a Constructive or Arranged Total loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed 75% of its value when the expenditure had been incurred.

GENERAL AVERAGE

13. General Average, Salvage and Special Charges payable according to United States Laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) and/or in accordance with the contract of affreightment and/or charter. General Average, Salvage and Special Charges assessed against the interests insured hereunder payable in full irrespective of insured value.

BOTH TO BLAME CLAUSE

14. These Underwriters agree to indemnify the Assured for any amount up to the limit of insurance which the Assured may be legally bound to pay on account of the application of the so-called "Both To Blame Collision" clause in contracts of carriage. In the event that such liability is asserted the Assured agree to notify these Underwriters who shall have the right at their own cost and expense to defend the Assured against such claim.

F.H

15a

SEAWORTHINESS ADMITTED SUBROGATION RELEASE

15. Seaworthiness of vessel and/or barge and/or craft is hereby admitted as between the Assurers and the Assured. No right of subrogation shall lie against the Assureds as per policy or against any subsidiary or affiliated organization of the Assured or against any vessel or craft belonging in part or in whole to the Assured and/or subsidiary and/or affiliated organization of the Assured, except to the extent of any recovery legally collectible and paid under other insurance. The Assured may, prior to loss, release any person or corporation or others from liability for loss or damage caused by act or neglect of themselves or their employees or agents without prejudice to this insurance.

SISTERSHIP SALVAGE

16. It is agreed that in the event of salvage, towage or other assistance being rendered to the vessel and/or cargo and/or containers by any vessel belonging in part or in whole to the same owners or under the same management, the value of such services (without regard to the common ownership or management) shall be ascertained by arbitration and the amounts, in so far as applicable to the interests hereby insured shall constitute a charge under this policy.

DEBRIS REMOVAL

17. This insurance also to pay expenses incurred in the removal of all debris of the property insured which may be occasioned by loss payable hereunder.

PAYMENT OF LOSS

18. In case of loss, such loss to be paid within thirty (30) days after proof of loss and proof of interest.

APPRAISAL

19. If the Assured and the Underwriters fail to agree as to the amount of loss, either may request an appraisal of the loss. In such event the Assured and the Underwriters shall select a competent and disinterested umpire. The appraiser shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Assured and Underwriters shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

7-8

16a

PREMIUM

20. The Assured agrees to report Despard International, Inc. for transmission to Underwriters the number and value of the property at risk hereunder on inception of the policy and pay premium thereon at the rate as agreed. This rate is applicable to the property insured, wherever it may be within the Western Hemisphere. Held covered elsewhere in the World at additional premium, if required, when facts are known. The Assured shall also report as soon as practicable after each anniversary hereof the date, number and value of acquisitions and deletions of the property insured. Additional or return premium shall be paid therefore at pro rata of the agreed rate.

ERRORS AND OMISSIONS

21. Any unintentional delay, error or omission in the reporting of values as required herein shall not prejudice this insurance provided that immediately upon the ascertainment thereof correction will be made.

OTHER INSURANCE

22. These Underwriters shall not be liable for loss, if at time of loss or damage there is other valid and collectible insurance by whomsoever effected, directly or indirectly covering the same property, which would attach if this insurance had not been effected, except that this insurance shall guarantee to the Assured collection of loss payable under this policy which shall apply only as excess and not contributing insurance, and then only after such other insurance has been exhausted.

ATTACHMENT & CANCELLATION

23. This policy to attach at 12:01 A.M. Eastern Standard Time June 15,1971 and continue in force until cancelled by either party giving the other thirty (30) days notice (unless otherwise mutually agreed upon) such cancellation, however, not to apply to property at sea on effective date of cancellation until arrival of vessel at safe berth or anchorage. If this policy is terminated at the request of the Assured, return premium on any unexpired portion of the policy term shall be calculated short rate; if by mutual agreement or at the request of the Underwriters, pro rata.

BROKERS CLAUSE

24. It is a condition of this policy and it is hereby agreed that DESPARD INTERNATIONAL, INC. are the Assured's brokers and shall be deemed to be exclusively the Agents of the Assured and not of these Assurers; any notice in connection with or affecting this insurance which is given or delivered by or on behalf of these Assurers to Despard International, Inc., including notice of cancellation, shall be deemed to have been delivered to the Assured.

In witness whereof, these Assurers have executed and attested those presents, signed at New York City this 15th day of June, 1971.

American Motorists Insurance Co.

CARGO UNDERWRITER

American Institute
STORAGE RISKS
(Extension Warehouse to Warehouse Cover)
Nuclear Exclusion Clause
(April-1966)

87B-95

CHESTER, BLACKBURN & RODER, INC., ETAL.

ENDORSEMENT to be attached to and made part of Policy No. OM 50082 of the AMERICAN MOTORISTS INSURANCE COMPANY

Effective June 15, 1971

CLAUSE PARAMOUNT. In the event that this Policy is extended to cover property prior to the attachment or subsequent to the expiration of the cover provided by any marine extension clauses or Warehouse to Warehouse Transit Clause therein, such extension shall always be subject to the following exclusion unless specifically otherwise stated in writing signed by this Company in the extension endorsement or otherwise:

This Company shall not be liable for any claim for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the United States or any territory of the United States, the Canal Zone or Puerto Rico, or arising from a source therein, and whether the loss, damage, or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, if this Policy insures against the peril of fire, then direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.

All other terms and conditions remaining unchanged.

Dated, June 15, 1971

American Motorists Insurance Co.

CARGO UNDERWRITER

For sale by Joseph Lazare, 11 John Street, New York, N. Y. 10038

Printed in U. S. A.

By stipulation of the parties to this appeal, Exhibits B, C and D referred to in the Order and Stipulation of Agreed Facts have been omitted from the Joint Appendix.

CHESTER, BLACKBURN & RODER, INCORPORATED
1 WORLD TRADE CENTER - SUITE 1035
NEW YORK, N. Y. 10048

05058

1-12
210

PAY TO THE ORDER OF

DATE | CHECK NO. | AMOUNT

INTERMODAL TRANSPORTATION SYSTEMS INC
70 HUDSON ST
HOBOKEN NJ 07030

NOV 26 73 | 5,058 | 6,965.38*

PAID

CHEMICAL BANK
20 PINE STREET
NEW YORK, N. Y.

⑆0210⑆0012⑈ ⑆00⑈0297⑆3⑈ ⑈0000696538⑈

FOR DEPOSIT ONLY
INTERMODAL TRANSPORTATION SYSTEMS, INC.

EXHIBIT E

BEST COPY AVAILABLE

CHESTER, BLACKBURN & RODER, INCORPORATED
WORLD TRADE CENTER - SUITE 1035
NEW YORK, N. Y. 10048

06762 1-12 / 210

AMOUNT 1

DATE JUL 5'74 CHECK NO. 6,762 [redacted] 8,917.44*

PAY TO THE ORDER OF

AMBEY CORP.
P.O. BOX 679
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AUTHORIZED SIGNATURE

CHEMICAL BANK
20 PINE STREET
NEW YORK, N.Y.

:0210-00127: "001-029703" "0000891744"

EXHIBIT F

R. ROSS CAMARDELLA, called as a witness, having been first duly sworn by a Notary Public of the State of New York, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GIUFFRA:

Q Will you please state your full name and address for the record, sir?

A R. Ross Camardella, 21 Spring Garden Drive, Madison, New Jersey.

Q Were you employed in 1972 by Atlantic Lines, Limited?

A Yes, I was.

Q In what capacity?

A I was General Manager in Charge, Container Division.

Q Where was the principal place of business of Atlantic Lines, Limited in 1972?

A Nassau, Bahamas.

Q Is there an operating office in New York?

A Yes.

Q Where is that located?

A Chester, Blackburn & Roder, Inc., One World Trade Center, General Agents of Atlantic Lines.

Q Were you an employee of Atlantic Lines as such?

A Of the general agency.

Q So, were you employed for Chester, Blackburn & Roder in 1972?

A That's correct.

Q Could you describe briefly what your duties were as General Manager?

A To manage and run the liner service of Atlantic Lines as connected with the container vessels.

Q And, in 1972, how many container vessels were you dealing with?

A Two.

Q What were the names of the vessels?

A The ATLANTIC BERMUDIAN and ATLANTIC JAMAICAN.

Q Where was the berth of these vessels located in the City?

A Pier Foot of 23rd Street, Brooklyn.

Q The Moore-McCormack Pier?

A Yes.

Q Did you lease a portion of the Moore-McCormack Pier?

A We had an arrangement with our stevedores, Pittson Stevedoring Corporation, to use the terminal.

Q Did you pay Moore-McCormack for the use of

the terminal, or did you pay the stevedores for the use of the terminal?

A The arrangement was made through the stevedore, the mutual stevedore of both companies.

Q Was there any portion of the pier which you people generally used, or was it where the berth was available as the ships came in?

A No. We had one specific berth.

Q What part of the berth was that?

A That was the south side. Let me rephrase that. That was the north side of the 25th Street berth.

Q So, in other words, 25th Street, in other words, going down towards -- going south; is that correct?

A 25th Street berth was included in the 23rd Street terminal.

Q At 23rd Street, you had two piers as such?

A One was 23rd Street Pier, and the other one was 25th Street Pier.

Q Now, prior to the start of the service, did Atlantic Lines buy or lease any of these containers?

A They leased these containers.

Q How many containers did they lease, and when did they lease the containers?

A The containers were leased in approximately

the same time as the vessels were leased. There were about 450 containers leased.

Q And when you say leased, the vessels were chartered; is that correct?

A That's correct.

Q How large were the vessels?

A They had about 120, twenty-foot equivalance.

Q Each vessel could carry 120 containers?

A That's correct.

Q Above deck and below deck?

A That's correct. Twenty-foot equivalence.

Q Did you also lease forty-foot containers?

A Yes, we did.

Q How many of those did you lease? Is that included within the 450?

A That's included. That's individual numbers, right.

Q Did you carry any of the forty-foot containers on the two vessels?

A Yes, it was a combination of both.

Q When you mention 120 containers, that would mean when you carried twenty footers?

A I said 120, twenty-foot equivalence, a forty-foot container being equivalent to two twenties.

Q When you first started the service, what year was that, 1972?

A Yes, it was. No, it was -- let me check my records here. Let me just recollect. '71.

Q What month in 1971?

A The summer months. It was either June or July, I believe it was.

Q June or July of 1971?

A Right.

Q Is that when you chartered the vessels also?

A No. They were chartered previous to that.

Q They were going on hire as of June or July of 1971?

A One came on hire, I believe it was July, and the other one a month later.

Q And the service that you had was a weekly service out of New York?

A When the two vessels were delivered, yes, sir.

Q And a weekly service would be one to Bermuda, I assume?

A We went to Bermuda on a weekly basis, yes.

Q What other ports did the vessel go to?

A At the beginning of the service, it went -- when both vessels were on hire, it went from Bermuda to

the Virgin Islands, and another vessel went from Bermuda to Jamaica.

Q You had a vessel going directly from New York to Bermuda, and from Bermuda to the Virgin Islands; is that correct?

A No. One vessel -- both vessels went direct to Bermuda on a weekly basis. From there, they split, and a fortnightly service was given to the Virgin Islands and Jamaica.

Q And Jamaica?

A Well, one time it went to the Virgin Islands, the other time it went to Jamaica.

Q Did you have agents in both of these ports of call?

A Yes, we did.

Q Who were the agents in Bermuda?

MR. LOOMIS: You are free to go through your files.

THE WITNESS: I don't know if I have that in my files.

Q Do you recall the name of the agent? We could always fill that in.

A Henry Hayward was the man in charge in Bermuda of the office, and it was -- I don't recall the name of the

other agent. I can get it for you.

Q Would that be true also -- who was the agent down in the Virgin Islands?

A Chester, Blackburn & Roder, Limited.

Q And the other agent down in Jamaica?

A Ocean Shipping.

Q Were all these companies affiliated; Ocean Shipping, was that affiliated with your company?

A No.

Q Is that a separate independent agency?

A Yes.

Q Now, I assume Atlantic Lines, Limited, or Atlantic Brazil Lines, Limited -- are those trade names used by Chester, Blackburn & Roder?

A They are independent companies.

Q What was the relationship of Chester, Blackburn & Roder with Atlantic Lines, Limited or Atlantic Lines Brazil, Limited?

A Atlantic Brazil Lines, Limited didn't enter into the use of these vessels whatever. They were two different companies and they had an arrangement --

Q What was the arrangement between Chester, Blackburn & Roder and Atlantic Lines, Limited?

A Chester, Blackburn & Roder were the General

Agents for Atlantic Lines.

Q Is that agency still in effect at the present time?

A Chester, Blackburn & Roder, yes, it is.

Q With Atlantic Lines?

A Yes.

Q It's still in existence?

A It's still in existence on break bulk vessels.

Q Is Atlantic Lines still operating the container ships?

A No.

Q When did they terminate that service?

A In the fall of 1972.

If I may take a minute and break here, the name of the agents in Bermuda were Meyers, William Meyers & Company.

Q Now, when did you first start the service, in what month, Atlantic Lines, now?

A The container service was started in, I would say, July of '71.

Q And it terminated in the fall of 1972?

A That's correct.

Q So you had the service about fifteen months, thereabouts?

A That's correct.

Q Prior to the commencement of the service, did Atlantic Lines or Chester, Blackburn & Roder enter into a contract with the owners of these containers?

A Yes, they did.

Q I assume that the leasing arrangement was with Sea Container, Inc.; is that correct?

A That's correct.

Q Intermodal Container Transportation System?

A Correct.

Q And Ambey Corp.?

A Yes. And the latter two just for chassis.

Q Now, this claim which we have in litigation, does it deal with chassis or containers?

A Both.

Q Now, what system was used by your company acknowledging receipt of the chassis and the containers, starting in 1971?

A I assume one of these leasing companies delivered a container or a chassis to Atlantic Lines; is that correct?

A That's correct. Well, an interchange agreement was --

Q The first initial delivery, was that an

interchange agreement --

A The delivery --

Q -- from the leasing company to you people?

A Well, the on-site document signed was an interchange. These were --

Q In other words, we will work it with Sea Container. When Sea Container delivered a chassis or container, was that delivery made down at 23rd Street?

A Originally they were made in Newark. That was our terminal prior to 23rd Street.

MR. LOVE: Excuse me for just a second. May we go off the record for a minute?

(Discussion off the record.)

MR. GIUFFRA: On the record.

Q The containers that we are concerned with as part of this suit are containers dealing -- the only thing I have is numbers. I don't know what company it is.

The containers we are dealing with are numbers 407124 --

A One moment, please.

Q Is that correct?

A Yes.

Q You have also another container, 407148, and 407344; is that correct?

A 344 is correct.

Q And 7148?

A That is not correct.

Q The 7148, is that the container that was recovered eventually?

MR. LOVE: I believe so. Yes.

A One minute, now. Oh, yes, I understand, yes.

Q That was the one which was eventually recovered?

A I believe it was, yes, sir.

Q Who was the owner of these containers?

A Sea Container, Inc.

Q I assume you have in front of you the pleadings, but the lease agreement with Sea Container is marked as Exhibit B; is that correct, on the stipulated facts?

MR. GIUFFRA: John, is that so?

MR. LOVE: Yes.

A That is correct.

Q Do you have records with you today indicating when Container 7124 and 7344 were delivered to Atlantic Lines, either to their agents or to the berth or to the pier?

A Yes, I do.

Q Is that the record in front of you?

A That's correct.

Q Can you tell us what it is; first of all, can you tell us what it is?

A It's a forty-foot -- this is a computer printout that was prepared by myself and lists the container numbers on hire from Sea Container, the date they went on hire and the date they were returned.

Q Now, prior to preparing the printout, you had some other records. Does that indicate delivery of the particular containers to your company?

A Yes. That's correct.

Q Where are those records?

A They have been discarded. The service is no longer in existence.

Q Would you have any record or any document in your possession setting forth the date, aside from that printout, of when these two containers came into your possession and control?

A One minute.

Q Aside from the pleadings.

A Yes, Addendum A to the leases indicate the container number and the date of hire.

Q So, referring to 7124, that came on hire September 17th, 1971?

A That's correct.

Q And 7344? I don't see it on the list.

A 407344 came on hire November 12th, 1971. It's on the second page of the list.

Q Now, on the second list or the second page we talked about, I see a date. That's your signature, I assume.

A That's correct.

Q And it's dated August 8th, 1972?

A Right.

Q Getting back to my original question, do you have any record indicating that this particular container, 7344, came into your system on November 12th, 1971, aside from this Addendum?

A There were prepared interchanges and there were many Telex exchanges on these, but at this time we do not have these in our possession.

Q Have they been discarded?

A Yes.

Q Would that also be true of Container 7124?

A That's correct.

Q I see, going back to the Addendum, you have signed both of these?

A That's correct.

Q 7124, when you initially received this container into your system, what was the movement of that container, do you have any records of that particular container?

A Of that actual particular movement?

Q Yes.

A We have none at present. They have been discarded.

Q Do you know where they are? In other words, when you say discarded, in other words, they have been destroyed?

A That's correct.

MR. LOVE: Excuse me just a moment. Might I interject?

Off the record.

(Discussion off the record.)

MR. GIUFFRA: Back on the record.

Q In other words, at the present time you do not have in your possession an interchange for 7124 and 7344 indicating when this particular container came into your possession, except that you have signed Addendums to Exhibit B which is signed by you in August of 1972?

A That is correct.

Q The thing that strikes me, first of all, is

that on August 8th, 1972, you had used Container No. 7344 at least ten months.

Is that correct?

A That is correct.

Q What was the reason or reasons the thing was signed on August 8th, 1972?

It's on the second page. You signed that on August 8th, 1972.

Now, you had the container in your possession at least since November of 1971.

What is the significance of that date?

A Well, if you note, this Appendix A was started, and the first page was signed prior to that. Unfortunately it wasn't dated. And, these containers were delivered to us over a period, elongated period.

You will note that there are some on there, like the first one, February 4th, 1972.

Now, what this is, is an official document collected from the interchanges, and the only reason it was signed later was because it was felt it was easier to get a lot together and sign a one-page document rather than individually.

Q But, of course, this Addendum to this Exhibit B was signed in August of 1972, while the contract was

dated April 2, 1971?

A That's right.

Q Did you have at the time you executed this Addendum on August 8th of 1972 any record indicating that this particular container was in your system as of November 12, 1971?

A I definitely had a record. That's the reason for the signature on this. This was all checked, each individual container was checked for an on-hire date.

Q And these records were then discarded?

A That's correct.

Q Do you have any interchanges at all as to the use of these containers from the date -- these two containers we are talking about -- when they came into your possession and until sometime in August of 1972?

What I am basically asking you is, what happened to Container 7124 once it came into your possession?

7124 came into your possession sometime in September of 1971. Now, what happened to that container, where did it go?

A It was used in the service of these vessels.

Q Do you have interchanges?

A No, they have been discarded.

Q And were these containers ever used by any

other lines besides Atlantic Lines, do you know?

A A very small percentage was at times sub-leased to other companies, yes, sir.

Q And that, of course, presumes, from your reply, that these two containers we are talking about, 7124 and 7344, could have been leased to other lines?

MR. LOVE: May I interject here a minute?

I think Ross is misunderstanding your question. You asked him whether we had any interchanges at all.

MR. GIUFFRA: Off the record.

(Discussion off the record.)

MR. GIUFFRA: On the record.

A That is correct, they could have been.

Q What lines would you have leased these containers to?

A In my recollection, the only principal line we could have leased them to would be Moore-McCormack, who we shared the terminal with.

Q Do you have any idea or are you aware of the movement of these two containers, 7124 and 7344, at any time?

A Yes, I have the last interchanges here for them.

Q What is the date of the interchanges?

A 407344, I have an interchange dated August 18, 1972; and 407124, I have an interchange dated 9/21/72.

MR. LOOMIS: What were those dates?

THE WITNESS: 124, 9/21/72; and 344, August 18, 1972.

Q May I have those, please?

MR. GIUFFRA: Mark them for identification first.

(The above described documents were marked Defendant's Exhibits A and B for identification, as of this date.)

Q Now, Defendant's Exhibit A, that relates to Container 7124, is an interchange which appears to be on Moore-McCormack's letterhead.

Where was the container at that time, when the interchange was signed or prepared?

A This was prepared and signed at Pier Foot of 23rd Street, Brooklyn.

Q Now, what is the next record you have concerning that particular container?

A As far as -- there is no further record on this.

Q Now, you indicated it was on the 23rd Street

Pier. In what location was it?

A What location?

Q Where was it on the pier, on an open pier, an open berth?

A Yes.

Q In their storage area at the berth itself?

A Yes, it was.

Q In the storage area?

A Yes.

Q And that one is dated September 21, 1972?

A That is correct.

Q Now, was that particular container leased to any other company, for example, Moore-McCormack Lines, after September 21, 1972?

A No, it was not.

Q Do you have any record in your possession indicating what happened to that particular container at any time?

A After that date?

Q Yes, after that date.

A This is the final record that was in the file on them.

Q Was this container leased from Sea Container?

A That is correct.

Q And you paid them a monthly lease on that particular container?

A That is correct.

Q When did you pay Sea Container the last monthly installment on their lease on that particular container?

MR. GIUFFRA: Off the record.

(Discussion off the record.)

MR. GIUFFRA: On the record.

A We paid to June 1st, 1972.

Q June 1st of 1972?

A Right.

Q And you had that container in your system until September, 1972?

A That is correct.

Q And, is there any reason why you didn't pay the lease for the additional three months?

A It was paid in a lump sum. It was paid or is to be paid in a lump sum settlement.

MR. LOVE: We have no settlement.

MR. LOOMIS: It's in litigation.

MR. LOVE: It's in litigation.

Q In other words, your statement that you paid until June of 1972, that's to a certain point, because you haven't paid the rental from June until September of

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1972; is that correct?

A That is correct.

Q And is Sea Container still pressing for rental from June until a future date, say, into '73?

A Yes, it is in litigation at this time.

Q And are they the plaintiff, or are you the plaintiff in that litigation?

A We are the defendants.

Q And, I assume they are suing you for what, rental of that particular container?

A Of that and many.

Q Yes. And is that litigation pending in the Southern District?

MR. LOVE: You had better address such questions to me, because I don't think he can answer them.

MR. GIUFFRA: Okay.

MR. LOVE: It's a matter of arbitration.

MR. GIUFFRA: Between Sea Container and Atlantic Lines?

MR. LOVE: And Atlantic Lines. Just to clarify the record, they are suing us for the depreciated value of the containers, of the two containers that are in litigation.

MR. LOOMIS: Among others.

MR. GIUFFRA: Are they also suing you people, Atlantic Lines, for hire for the two containers?

MR. LOVE: They are also suing us for hire.

MR. GIUFFRA: As to what date?

MR. LOVE: As of the date that we reported the loss to Sea Containers.

MR. GIUFFRA: What date did you report the loss to Sea Containers, Mr. Ross?

MR. LOVE: You know, this gets little complex because under the terms of the lease, they have a right to rental until the date that we paid depreciated value for any lost container.

We have not paid them rental subsequent to June of 1972, so they have a claim for rental, plus the depreciated value as of the date that the arbitration is adjudicated.

MR. GIUFFRA: But I think, going back on the record, the lease does provide, I believe in Paragraph 7, that the lease terminates when the container is lost or destroyed.

Q Now, my question to the witness is, as to

what date was the container reported to Sea Container Lines that it was lost or destroyed?

MR. LOVE: Just let me take a look at this.

A This was reported to Sea Container and the police in January of 1972.

Q Was that January 18th, 1973?

A January 18th is the day it was reported to the police. It was reported to Sea Container on or about that date.

Q Did you prepare a letter sent to the Police Department, or someone in your office?

A Someone under my control did.

MR. GIUFFRA: Would you mark that for identification? That would be C, I guess.

(A letter was marked Defendant's Exhibit C for identification, as of this date.)

Q I assume Mr. Moran was in the Operation Department?

A Yes, he was.

Q He is under you; is that correct?

A That's correct.

Q The letter is dated January 18, 1973, and it refers to containers 7124, the one we have been talking

about, and 7148 -- was that still lost or was that found at one time?

A That has subsequently been found.

Q How long a period of time have you agreed with Sea Container to pay them rental or depreciated value on that particular container, or is that still in litigation?

A Those three containers are in litigation at this time.

Q And 7344, that was never recovered?

A That is correct.

Q Now, you reported to the Police Department that these three containers were stolen.

Do you have any independent records or information indicating that these containers were stolen, using your words in the letter, "were found missing"?

I assume from that, as you reported to the Police Department, it was stolen, that's your position?

A That is correct.

MR. LOOMIS: That's not our position. Our position is that they are missing, and insurance policies speak of loss, not theft.

Q Do you have any records in your possession indicating the whereabouts of container 7124 from September 21st, 1972 until January 18th, 1973?

A What is the date of those interchanges?

Q You have the one I am talking about.

A You said from September 21st, 1972 --

Q Until you wrote this letter on January 18th, 1973?

A No, we have no further record than the interchange of September 21st, 1972, and I assume they have been lost.

Q Was that container used during that interval, from September 21st until January 18th, 1973?

A There were presumed lost. They could not have been used. We didn't have them.

Q Do you have any idea whether it was used or was not used?

A It was not used.

Q That's definite?

A Yes.

MR. LOOMIS: We are talking about conjecture now.

MR. GIUFFRA: Are we conducting the examination, or is Mr. Love?

MR. LOVE: I think we are all conducting it.

MR. GIUFFRA: I think it's fair to state

that we are talking about either myself or Mr. Love or both of you. I would like to know the rules of the game.

MR. LOOMIS: I think you know them by now.

MR. GIUFFRA: I don't believe that replies to the question.

THE WITNESS: What was the question?

Q My question to you now is: Do you have any record in your possession indicating what happened to this particular container from September 21, 1972 until it was reported to the Police Department on January 18, 1973?

A The last document, as previously stated, that we have in our possession, is the interchange of September 21, 1972.

Q Is there anyone in your employ who physically observed this particular container on September 21, 1972?

A Yes. He is no longer in my employ, but he was in my employ at that time.

Q What was his name?

A James Fagen.

Q Did you maintain or keep any records indicating the location of this particular container on the berth at 23rd Street?

A Yes, we did.

Q Where are those records?

A There was at that time an interchange or status board kept at the terminal.

Q Where is that status board? I assume it's a chalk written board?

A No, it was a magnetic board.

Q It was destroyed, I assume?

A It has been discarded, yes.

Q Did you maintain any records indicating whether this container was moved about the berth at all?

A You say "about the berth." You mean in the terminal?

A Yes, in the terminal.

Q No, there were no records kept on movement within the terminal except for the fact of whether they were in a down or ready state.

Q Down, meaning what?

A That they needed repair and could not be used.

Q And ready state means they could have been used?

A Could have been used, yes.

Q You indicated before that Atlantic Lines terminated their operation in the fall of 1972?

A That's correct.

Q Is that September or October, November?

A October.

Q At the time prior to your sending this letter of January 18th, did you try to locate these particular containers, either in Bermuda, the Virgin Islands, Jamaica?

A Yes, we did.

Q Do you have any records available at these particular ports indicating whether these containers were ever discharged in these ports after September 21, 1972?

A We had records available at that time and they proved negative. Yes, they are no longer available.

Q What happened to the records?

A They have been discarded since the termination of the service.

Q At the time when the records were discarded, you, of course, realized that this litigation could be in existence; is that correct?

A That's false.

Q Pardon me?

A No, it is not.

Q Why is that not true?

A Because I did not expect this to be in litigation. I expected it to be a normal claim to an insurance company.

Q Well, did there come a time when you were advised by the insurance company that they were rejecting your claim for the loss of these two containers?

A Yes, it was at the time I was advised of this. The exact time, I don't recall.

Q Was that in 1972, 1973?

A I don't recall the exact time. It would have been our insurance consultant who would have been advised.

Q Was he advised in 1972 or 1973?

A I don't know.

Q Do you have any idea or recollection of when the records were destroyed at the outports, Bermuda, Jamaica, Virgin Islands?

A The records --

Q These records I was referring to previously, when they were destroyed in the Virgin Islands, Bermuda or Jamaica?

A You are assuming there was record after this date. I don't think there was.

MR. LOOMIS: If there is something missing, how could there be a record of it?

MR. GIUFFRA: Mr. Loomis, are you going to conduct the examination, or is Mr. Love? If both of you are going to conduct the

examination --

MR. LOOMIS: I am asking a question. I don't understand the import of your question as to how a record can exist of something that doesn't exist.

You don't keep records of things that are non-existent. I think you are confusing the witness.

MR. GIUFFRA: I think you do keep records when you have something under dispute, and my question to the witness is, he did maintain records indicating the movements of these particular containers.

Now, I'm asking him for records setting forth what happened to this container from September 21st until January 18th, 1973.

MR. LOOMIS: I believe the witness testified there aren't any.

Are you asking for tracers?

MR. GIUFFRA: I'm asking for records. In other words, the service was still in operation in October of 1972. The fact remains that this container could have been placed on one of the vessels.

THE WITNESS: No, it could not have been placed on one of the vessels.

I have personally gone to a file and picked out the last interchange in that file on these containers. I did that personally. These are the interchanges that came out of that file.

BY MR. GIUFFRA:

Q This is the last interchange from that particular container and those interchanges are dated September 21st or August 18th, talking about the two containers?

A That's correct.

Q Now, I'm asking you, do you have any records showing the movement of that particular container from the dates I just mentioned until January 18, 1973?

A There were no movements.

Q You are saying to me now those particular containers remained on the berth until January 18th, the last interchanges?

A Until January 18th, no, sir, I'm not.

Q What happened to them?

A After, sometime after -- taking as an example SCIU 407124, as of the date of 9/21/72, there were no further records.

Sometime between that date and the date of the letter you have, which I believe is January 18th, they were reported as not on the terminal, to the office.

From that date, which for purposes of conjecture, we can assume was November, from that date of November to January, it was subsequently traced throughout the various offices.

They were not reported as found. They were traced then throughout the complete system and when in my mind they were -- nothing was produced to show that it could have been some error in our records, I found nothing to prove error, and therefore I reported them as missing to the police.

Q When you reported them as missing to the police, was that reporting them that they were stolen?

A No. They were reported as missing and lost.

Q If you reported it to the Police Department, would that be an indication in your mind that they were stolen?

MR. LOOMIS: Objection. We are not going into the witness' subjective mind. We are looking for facts.

MR. GIUFFRA: Mr. Loomis, as far as we know, the Police Department doesn't get involved

with civil complaints.

MR. LOOMIS: Objection.

MR. GIUFFRA: They don't get involved with civil complaints.

MR. LOOMIS: If we hadn't reported it, then you would have taken that tack.

MR. GIUFFRA: Are you going to conduct the examination or is Mr. Love?

MR. LOOMIS: I am a lawyer with this office. Mr. Love and I are sitting in on this deposition.

I objected to your question.

MR. GIUFFRA: I realize you are an attorney in this office, but I'm saying to you, are you going to conduct the examination or is Mr. Love, or are you doing it jointly?

MR. LOOMIS: We are doing it jointly.

MR. GIUFFRA: Okay, good.

BY MR. GIUFFRA:

Q Now, my question again to you: Do you have any records indicating whether these two containers were moved at any time from September 21st or August 18th, 1972?

A August 18th?

Q August 18th deals with -- I'm sorry. This

one (handing).

A I have no records of movement of either of these containers after the dates of August 18th and September 21st.

Q So, based on that testimony, is it now your testimony that these containers remained at the pier at the same location during that time, from those dates until January 18th, 1973?

A No, it was not.

Q Were the containers moved at any time during this three or four-month period?

A Apparently they were.

Q Do you know where they were moved, how they were moved?

A No, I don't. These are the last records we have. They were not on the pier at a date which I do not recall at this time, but I believe it was probably in November of 1972, and then a search was made.

Q Now, during your searches, I assume there were other containers besides these two that were missing; is that correct, initially?

A Yes, there was.

Q During your searches, did you locate any containers throughout your system?

A Yes, we did.

Q How many containers did you locate?

A Well, the record indicates that we located one additional container.

Q According to the interchange which you have, do you have an interchange for 7148?

A 148?

Q 7148?

A No, I don't believe we do. It's not being contested at this time.

Q Do you have the exchange available for examination?

A No, we do not.

Q What happened to that exchange, destroyed?

A It has been discarded.

Q When you looked at the file in September, October or November of '71, what did the exchange indicate the location of container number 7148 was; where was that supposed to be?

A You mean the one that was found?

Q Yes. In other words, you had an exchange or change similar to the ones in front of you now, Exhibits A and B. Do you have any recollection, what did they reveal as to locations of those particular containers?

A I don't recall where it was found.

Q Do you know where that container was found, 7148?

A I don't recall, no.

Q Do you have any records which would indicate where it was found?

A No. After it was found, the records were discarded.

Q Did you ever report to the Police Department after January 18th where container 7148 was located?

A Well, reported to the Police Department that it was found.

Q What date did you report it to the Police Department?

A 14 May of '73.

Q Do you have the letter in front of you?

A Yes, I do.

MR. GIUFFRA: May we mark that for identification?

(Letter dated May 14, 1973 was marked Defendant's Exhibit D for identification, as of this date.)

A I further have in here where it was found. Now that I read it, I recall that it was found in Europe.

Q In Europe. That's on 7148?

A That's correct.

Q Did you say in Europe? What part of Europe is that?

A It's not in here, but it was found in The Netherlands.

Q That particular container, 7148, had that been leased to Moore-McCormack?

A No, it had not.

Q Do you know to whom it had been leased?

A It had not been leased to anyone.

Q Do you have any recollection of how that particular container turned up in Europe?

A Yes. When the ships were re-delivered, they were instructed to proceed to Europe by the owners. That particular container was found to have been left inadvertently on board and not recorded.

Q Were the other containers found on board the vessel, 7124, 7344?

A No, they weren't.

Q Were any containers remaining on board the two vessels when they were re-delivered?

A Yes, there was a number.

Q How many of those?

A From recollection, approximately, there was thirteen on one, and I believe twenty on the other.

Q That's only dealing with containers?

A That's correct. That's all we had on lease from Sea Container was containers.

Q Looking at Defendant's Exhibit D for identification, looking at the second sentence -- this letter was signed by you; is that correct?

A Yes.

Q -- you indicate that the container was loaded in Europe, apparently had been loaded on board the vessel without the number being recorded?

A Yes.

Q Did you have any evidence to support that position, did you have any evidence to support that position?

A Yes, I had a list of numbers of containers that were put on the vessel on re-delivery. This number was not on there, and it was then found to have actually been placed on the vessel and reported to us on -- from the other side, from Sea Container, that it was discharged.

Q Now, looking again at Exhibit D, referring to the forty-foot containers, I see you have a list of five containers.

A That's correct.

Q Now, I believe the suit we are talking about only refers to 7124, 7344; is that correct?

A That's correct.

Q So that at least three containers were located somewhere in your system, of that list?

A The one here located in Europe and the other two were not missing from New York. They were missing from Miami and subsequently relocated again in Miami.

Q How did the containers arrive down in Miami?

A These here?

Q Yes, the last two on that Exhibit D.

A Those were forty-foot open top containers that were subsequently reported as missing from our Miami container control and reported as missing as such to the Police Department, also.

Q Were these eventually located?

A They were.

Q Where were they located?

A They were located in Miami in the open terminal.

Q Did you have any exchanges similar to these Exhibits A and B for these two containers?

A Yes, we did.

Q And those, I assume, have been destroyed?

A They were discarded when they were found, yes.

Q When you first sent this letter on January 18, 1973 to the Police Department, you did not include trailer numbers 3018 or 3028; is that correct?

A They were not missing at that time. That's incorrect.

Q When were they found to be missing at a later time?

A The exact date, I do not recall.

Q May 14th?

A Right.

Q Now, you have this printout sheet which you've referred to before. What does that consist of?

MR. LOVE: Can we put that in?

MR. GIUFFRA: Yes.

(The printout sheet was marked as Defendant's Exhibit E for identification, as of this date.)

A This is a container printout that was compiled under my supervision listing the container numbers and the interchange site and date for the return of each container to the owner, Sea Container.

Q May I see it, please?

A And it has further information on container

payments, et cetera, which I don't believe to be relevant.

Q To save time, where are the containers we are talking about, towards the end?

A They are all in numerical order there.

Q Okay. Referring to Exhibit E for identification, an entry for 7124 is missing. That's what it says?

A That's correct.

Q And the second column, which is dated June 1, 1972, what would that indicate? Can you help me out?

A That's the date on which the hire was paid.

Q And the next column what would that column normally be, the third column? It's empty.

A That would be the turn-in date, I believe. Yes, that was the turn-in date.

Q The third column?

A The date to which the hire was subsequently agreed to be paid. This is the actual turn-in date, and this here date would be the date that the hire was agreed to be paid to.

Q 128, is that the code? What does that stand for, the next column, 128?

A That's just the number of days for computerized purposes.

Q $204.80, is that depreciation?

A That's a hire amount, a rental amount for that 128 days.

Q 298 --

A That's also days.

Q And the $476.80, is that hire?

A Hire amount.

Q What length or period does 476 cover, to what date, June 1st?

A No.

Q Until when?

A This here was a hire amount. This is the days, 298. This is an amount (indicating).

Q In order words, you paid for 298 days of that container?

A No, no, no. It's completely irrelevant with this proceeding. That is a record -- those figures here were compiled for the litigation we are now going through.

MR. LOOMIS: In a separate matter under arbitration.

THE WITNESS: Yes, correct.

A (continuing) The important columns here are these three (indicating), the first three.

Q What's the first column?

A It's just a code for the container, the

container number.

MR. LOVE: Could we go off the record and then we will go on, because we are going to have a very long record?

(Discussion off the record.)

MR. GIUFFRA: On the record.

Q This Exhibit 3 was really prepared for the arbitration dispute which you have with Sea Container Lines?

A That is correct, but I feel the first two columns might be worth while for this matter.

Q Okay.

Do you have any records in your possession establishing that the containers we have been talking about, 7124 and 7344, were actually stolen?

A No.

Q And the only record you have is that throughout your system you cannot find these containers?

A Could you repeat that?

Q In other words, the only information you have is that --

MR. GIUFFRA: Strike that.

Q Basically, you are claiming that these two containers, 7124 and 7344, cannot and could not be found

throughout your system; is that correct?

A Basically we are claiming that they were on our terminal and subsequently were not, and are presumed lost.

Q And you have no records or information indicating whether these two containers were used by, for example, Moore-McCormack Lines, or used by someone else?

A We have no records that they were.

Q You have no records that they weren't?

A No, but that --

Q Well, all right.

We have other chassis, and that's 162002 and 031, and so forth. Basically, is it the same story for those chassis as it is for the containers?

For example, do you have the interchange for 162002?

A Yes, we do.

MR. GIUFFRA: Let's mark those for identification.

MR. LOVE: Do you want to mark all of them for the chassis?

MR. GIUFFRA: 162002, 162031, 104021.

Do I have them by any chance?

THE WITNESS: No, they are here.

(The interchange reports as above described were marked as Defendant's Exhibits F, G, H-1 & 2, I, J, K and L for identification, as of this date.)

BY MR. GIUFFRA:

Q Referring to I, J, K and L, is that the chassis?

A I is a chassis; J is a chassis; K is a chassis, and L is a chassis. That's right.

Q And just referring to those documents, could you tell me the date and the location where that was reported back into your system?

A On each one?

Q Yes. Why don't you refer to the number, 3003 chassis.

A Chassis number 30046, Exhibit L, was reported back into our system on 9/15/72 at 23rd Street, Brooklyn, our terminal.

Exhibit K, Chassis No. 30030, was reported back into our system on 3/30/72, at 23rd Street.

Chassis 30018 was reported back into the system on July 27, 1972, at 23rd Street.

And Chassis 30003 was reported on 10/30 at 23rd Street.

Q Now, do you have any records referring to

these forty-foot chassis, as to whether there were any movements after the dates you just testified to?

A These are the last records we have on all of the equipment noted.

Q Do you have any records as to how long or the length of time hire was paid on those chassis? In other words, when did hire terminate on those chassis?

A Hire terminated at the date of loss.

MR. LOVE: The witness is not the comptroller. I can answer the question, but, of course, I can't give testimony.

MR. LOOMIS: Do you want to leave a space?

MR. GIUFFRA: We will leave a space in the deposition and you will indicate the date of last payment for the use of those chassis and what the period was.

THE WITNESS: Okay.

(The information requested is as follows:)

A Date of last payment - July 1974; Settlement with Ambey required payment of depreciated value as of Jan. 1973 and payment of rental through September 1973.

Q Now, were these particular chassis used in your system for the movement of containers from your terminals to the various consignees or the receivers of cargo?

A Yes, they were.

Q Were they used in any particular locations, these particular chassis we are talking about?

A Excuse me?

Q Were they used in any particular areas, the chassis?

A Mainly the Port of New York area, but they sometimes went outside of the Port of New York area.

Q On some of those you mentioned Lebanon, and some other locations. Were those areas in Jersey or Pennsylvania?

A Excuse me?

MR. GIUFFRA: Strike that.

Q These chassis we are referring to 3, 18, 30 and 46, were they ever loaded aboard particular vessels, vessels we talked about?

A Very rarely a chassis would go on a vessel. The ships were designed to carry containers only.

Q Do you have any records indicating whether these chassis were placed on the vessels at any time?

A Those are the last records we have. They may have been placed on vessels before that date, but they were not after that date.

Q And where would these chassis be stored?

A At the terminal at 23rd Street, Brooklyn.

Q Were there any particular locations on the terminal itself?

A Well, Pier -- 25th Street Pier was an open pier and was used for equipment storage, mainly.

Q And were there any movements of these chassis at any time, do you know?

A Within the terminal.

Q Within the terminal?

A We kept no records of movements within the terminal. They could have been moved for purposes of making more space to work a particular vessel. This was done day by day, but this was not recorded.

Q Were these chassis ever used by, for example, Moore-McCormack Lines, do you know?

A They could have been on a sub-lease basis, but, as I said, this was out of 450 some odd pieces of equipment. I think we sub-leased about, maybe, under ten to Moore-McCormack.

Q During the time you were using the pier, did you ever receive any reports that chassis were being used by Moore-McCormack without authorization?

A No.

Q Now, were any of these chassis located in any

other ports, the ones we are talking about, these four?

A Any other ports?

Q Yes.

A No, they were not.

Q Going back to one of your replies, before you indicated a Miami port. Is that where the vessels also called at, Miami?

A The vessels had called at Miami, Newport News and Baltimore in the beginning of the service, and it was later curtailed, and also Jamaica was curtailed, or I shouldn't say curtailed, I should say eliminated from the service.

Q Did you have agents in these various ports you mentioned?

A Yes, we had agents in all ports we serviced.

Q And were any checks made with these agents whether these chassis or containers could have been located in their farm area?

A Yes. I personally supervised a search after these containers were found to be lost, in which I wrote to every agent that was involved in the container service.

MR. LOVE: We are talking about chassis now?

MR. GIUFFRA: I said chassis and containers.

THE WITNESS: I wrote to every agent that was involved in the container service, and at a later date, I don't know exactly, the Chairman of the Board of Atlantic Lines wrote a personal letter to every single agent that Atlantic Lines had at the time, whether he was involved or not involved in a container service, asking them to please have a check made, a specific check made for these containers that were lost.

Q Do you know if, in fact, a check was made at these various ports of call?

A Yes, they were made. We received responses from every agent that was involved in a container service.

Q Were any of these containers or chassis located, besides the one you mentioned before?

A No.

MR. LOVE: You found one?

THE WITNESS: We found three.

Q Make it three. My question should be three.

A Oh, yes. Excuse me. There was another chassis that was found.

Q And that was the one which was damaged?

A That was the one which was stripped of wheels,

71a

et cetera, and it was found in a vacant lot in Brooklyn.

MR. LOVE: Would you identify that chassis for the record?

MR. GIUFFRA: I believe it's on the complaint.

THE WITNESS: 30046 was subsequently found. That is Defendant's Exhibit L and that was found on the empty lot in Brooklyn.

Q Where is L, do you have it?

A Here (handing).

Q Did your vessels also call at St. Croix, Virgin Islands?

A Yes, they did.

Q And the last item we are talking about would be the twenty-three foot chassis? I have twenty-three.

A Twenty-three foot chassis. They were designed to handle a twenty-foot container.

Q Do you have the interchanges on those particular items?

MR. LOVE: They have already been marked.

MR. GIUFFRA: Okay.

MR. LOVE: I am sure they have been marked. That's marked.

MR. GIUFFRA: That's one of them.

Q You indicated before that there is an arbitration pending. Is that only against Sea Container Lines? Is that only pending against Sea Container Lines?

MR. LOVE: The arbitration is being brought by Sea Container against Atlantic Lines.

Q What about the other two companies you leased containers from, Ambey and Intermodal?

MR. LOOMIS: Those are chassis, I believe.

MR. GIUFFRA: Yes.

Q Has any litigation been brought by those companies, or has any litigation been brought by you against them?

MR. LOVE: I think the answer is in the stipulation of facts. We paid them for the depreciated value of the containers.

MR. GIUFFRA: And you also paid them for the rental of the chassis.

MR. LOVE: That's correct. That's correct. I have here bills from Intermodal for the depreciated value.

MR. GIUFFRA: Referring to the forty-foot

chassis, who owned those particular chassis, the forty-foot chassis?

THE WITNESS: Intermodal and Ambey.

BY MR. GIUFFRA:

Q How could you tell the difference by looking at Exhibit D?

A Well, just from previous knowledge I know that TLCC were Ambey and the ATLZ's were Intermodal.

Q Would you have records with you now indicating when was the last date you paid for the leasing of this equipment, the chassis, now, the forty-foot chassis and the twenty-three foot chassis?

MR. LOVE: Do you want me to answer?

MR. GIUFFRA: Okay.

MR. LOVE: The bills from Intermodal Transportation for the ATLZ chassis indicates that charges were accepted as of February 1st, 1973.

MR. GIUFFRA: When you say "accepted," they were presented by Atlantic Lines and accepted by the company; is that correct?

MR. LOVE: I would presume that's what it meant. The date of the check is November 26th, 1973.

THE WITNESS: That was probably the date it was approved for payment.

MR. GIUFFRA: Why don't you mark these as exhibits?

(The above described documents were marked as Defendant's Exhibits M-1, M-2 and M-3 for identification, as of this date.)

Q Looking at these exhibits which are marked M-1, 2 and 3, I see an indication that charges were accepted as of 2/1/73.

Now, when you refer to the charges, does that include the leasing charges up until that date plus the depreciated values?

In other words, you paid Intermodal until February 1, 1973, whatever their lease charges were, so much a month?

A No, I don't assume that from this invoice at all. I assume, I'm not sure if I'm correct, I assume that they are stating on the invoice that's the date that Atlantic Lines accepted these charges, depreciated value charges of the ~~containers,~~ chassis because they were listed as lost.

Q Do you have a depreciated value?

A This is the depreciated value right here.

Q I see that amount. Does that also --

A They are claiming --

MR. LOVE: I don't think he knows. If you want to know what date we paid rental to, we can find it out.

MR. GIUFFRA: Leave a space in the record. Counsel will supply information as to the length of time the rental was paid.

(The information requested is as follows:)

Rental was paid up to February, 1973.

MR. LOVE: I would like to add that the leases require Atlantic Lines to pay rental up until the time they pay the depreciated value. So, we didn't pay the depreciated value to November of 1973. Then, presumably, we were required to pay rent until that time. But, we will find out, I am sure.

BY MR. GIUFFRA:

Q The last company we are dealing with is Ambey. Do you have any records indicating whether you paid them? It's in the stipulated facts.

MR. LOVE: What we have is delivery reports from Ambey to Atlantic Lines for three of the four chassis. Those are three

separate documents.

MR. GIUFFRA: May I see them?

Off the record.

(Discussion off the record.)

MR. LOVE: On the record.

We do not have the invoices here.

MR. GIUFFRA: Off the record.

(Discussion off the record.)

MR. GIUFFRA: On the record.

For both the Intermodal and the Ambey, the amounts which were paid and set forth in Exhibits E and F of the stipulated facts only relate to the depreciated value of the chassis as of that date.

MR. LOVE: That's correct. And, in furtherance of that, that amount that we are talking about, the depreciated value, is computed by using the acquisition date of each chassis and container, which is listed in the stipulation of facts, and the rate of depreciation specified in the lease and the original value as specified in the lease of each item.

So, it is strictly a matter of mathematical computation.

MR. GIUFFRA: The question I have in both cases is, the date when the depreciation was terminated.

On Ambey it was January 18, 1973; is that correct?

MR. LOVE: That's correct.

MR. GIUFFRA: Intermodal, what's the date of depreciation?

MR. LOVE: The same date.

Could we go off the record for a second?

(Discussion off the record.)

MR. GIUFFRA: On the record.

Can you tell me what those records are?

MR. LOVE: Why don't you mark them first and then you can refer to them?

BY MR. GIUFFRA:

Q Do you have any additional records?

A Yes.

Q What are the records?

A I have delivery reports on Ambey Corporation chassis which show chassis delivered on specific dates to our Atlantic Lines terminal in Brooklyn.

MR. GIUFFRA: Mark those.

(The above described documents were

marked as Defendant's Exhibit N-1, 2 and 3 for identification, as of this date.)

MR. GIUFFRA: Off the record.

(Discussion off the record.)

MR. GIUFFRA: On the record.

Q Can you tell us when these units, which have been marked Exhibit N-1, 2 and 3, were actually, in fact, delivered to the terminal?

A You'll notice the last three lines filled in on the form state: "Unit received as specified above."

It is signed for by an individual, and the date the unit was received.

Q February 22nd?

A Right, on February 22, 1972, specifically.

Q March 10th?

A March 10, 1972.

Q February --

A 29, 1972.

Q Okay.

Did you have any discussions or negotiations with the insurance company as to the issuance of this particular policy, or were the discussions performed by your broker?

A They were performed by our broker.

Q Did you have any discussions with anyone from American Motorists concerning the policy we are talking about?

A Not to my recollection.

Q Would there be anyone in your company who would have had discussions with someone from American Motorists?

A Our insurance consultant.

Q Who is that?

A Professor William Sembler.

Q Was he employed by Atlantic Lines as such?

MR. LOOMIS: Off the record.

(Discussion off the record.)

MR. GIUFFRA: On the record.

A He is a consultant to the general agents, Chester, Blackburn & Roder, and therefore works on Atlantic Lines business, yes.

Q The answer is yes?

A Yes.

Q Is he still employed by you?

A Yes.

Q And his discussions would be with your broker; is that correct?

MR. LOVE: He doesn't know.

A I do not know.

Q Do you know how many policies were in effect during the time Atlantic Lines had this service?

A No.

Q Was it only one policy with Atlantic, American Motorists?

A I do not know.

Q And Professor Sembler handled it?

A He is the insurance consultant. He handles all the insurance matters.

Q Now, in computing your claim for damages, did you take into account the wear and tear of the equipment?

A Yes, this is depreciated value.

Q That took into consideration wear and tear?

A That's correct.

Q Don't you have a different item of wear and tear as differentiated from depreciated values, or do they, in your consideration, mean the same thing?

MR. LOVE: This is an opinion I don't think he can really give.

THE WITNESS: I think I can.

Do you want me to answer it?

MR. LOOMIS: Just say I don't know.

MR. GIUFFRA: I have no further questions.

MR. LOVE: I have a few.

CROSS-EXAMINATION BY

MR. LOVE:

Q Mr. Camardella, you testified that you were Atlantic Lines' General Manager, Container Division?

A That's correct.

Q And that Atlantic Lines operated two container ships, the ATLANTIC BERMUDIAN and the ATLANTIC JAMAICAN --

A That's right.

Q -- during your tenure as Atlantic's General Manager of the Container Division?

A That's correct.

Q While you were General Manager of the Container Division and during the time when the chassis and the containers which are in dispute in this particular case came on hire, up until and including the time they were lost, did you have any employees assisting you in your work as General Manager of the Container Division?

A Yes, I did.

Q How many employees?

A Two.

Q What were their names?

A James Fagen and Joseph Moran.

Q What was the function of Mr. Moran and where

did he work?

A Mr. Moran worked in the New York Office.

Q The New York Office of who?

A Of Chester, Blackburn & Roder as general agents for Atlantic Lines, and his function was to gather information and keep a control of the exact position of all equipment on lease to Atlantic Lines.

Q What was Mr. Fagen's position and where was he located?

A He was located at the terminal, Foot of 23rd Street, Brooklyn, and his duties were to report directly to Mr. Moran the movement of any equipment in or out of the pier, whether by truck, rail or ship.

Q In your capacity as General Manager of the Container Division, did you personally supervise their work?

A Yes, I did.

Q Did you direct their activities?

A Yes, I did.

Q When containers and chassis that were on lease to Atlantic Lines moved in and out of the terminal on 23rd Street, were there records kept which would apprise you of where they were going and from whom they were coming?

A Yes, there was.

Q As far as the chassis are concerned, what record was kept to show from whom they were coming or to where they were going?

A Well, there was an interchange made on every piece of equipment, whether it be a container or chassis, at any time it left the direct control of Atlantic Lines, if it went off the pier to a trucker, or if it went off the pier to the rail, or if it went to anyone else's physical possession other than Atlantic Lines, sub-leased, et cetera.

Q Who prepared this interchange?

A James Fagen prepared the interchanges.

Q Did you supervise Fagen's preparation of the interchanges?

A I instructed him how they were to be prepared, yes. They were prepared in one format.

Q We have had presented as exhibits a number of interchanges, and I will identify them by exhibit number: Defendant's Exhibit A, Defendant's Exhibit B, Defendant's Exhibit F, G, H-1 and H-2, Defendant's Exhibit I, J, K, L.

Were the defendant's exhibits which were just identified kept in the regular course of Atlantic Lines' business?

A Yes, they were.

Q Was it the business of Atlantic Lines to keep interchanges that are represented by the exhibits just identified?

A Yes, it was.

Q The exhibits that were just identified, that is, the interchanges, appear to be photocopy of the originals; is that correct?

A That is correct.

Q And where are the originals of these documents?

A They have been discarded along with all the records of the container vessels.

Q Why were copies made of these particular interchanges?

A Well, I made copies any time there was a matter for -- that was to be taken up with the insurance company. Copies were made and presented to Mr. Sembler for his files.

Q Mr. Sembler is --

A Our insurance consultant.

Q Did you personally pull the interchanges from your file which are the exhibits that were just identified?

A Yes, I did.

Q Are the exhibits which were just identified the last interchanges in your files concerning the equipment?

A Yes, they are.

Q That's indicated on the interchange?

A Yes, they are.

Q Many of the interchanges which are exhibits that were just identified show an interchange date considerably before January 18, 1973, when the loss of this equipment -- when the Police Department in the City of New York was apprised of the loss of this equipment.

What was the reason this equipment was not being used?

A Well, the equipment -- the system we had for the control of the equipment was set up on a visual representation, both at the pier and in the office. The pier made --

Q That's not my question. My question is: Why was there such a hiatus?

A I was trying to give you background to it.

THE WITNESS: Where was I, now?

Could you just repeat the last thing I said?

(Record read.)

A The pier made interchanges and reported to the office, and the equipment was moved about on the container control board.

Now, if there was no movement of the equipment,

it was just left in a particular division of the container control board, and it was checked on a periodic basis monthly to insure that it was still there.

Now, if there was a lot of equipment that was not used for a long period of time because the service was poor and we were -- let me correct that -- the service was slow, there wasn't a great abundance of cargo, and we had excess equipment, so it was not unusual for a piece of equipment to sit around without being used for, oh, six months.

Q On what date was the container service that Atlantic Lines was engaged in, in which this equipment was used, discontinued, totally discontinued?

A The ships were actually returned and the service discontinued on October 5th and 6th.

Q Of what year?

A Of '72.

MR. LOOMIS: Of '72.

MR. LOVE: Of'72.

Q You testified that Mr. Fagen prepared an interchange on the pier whenever equipment left the custody of Atlantic Lines. Did he keep a copy of that interchange?

A Yes, he did.

Q Did he forward a copy of that interchange to

anybody?

A To Mr. Moran, in the office.

Q When Mr. Fagen filed his copy of his interchange, I assume that he did, in his office on the pier, did he keep any other record of the movement of his containers?

A Yes, it was recorded on the container control board at the pier.

Q What sort of a board was that?

A A magnetic board that allowed pieces of magnetic tape on which there was attached container numbers to be moved from different categories of the board.

Q Mr. Camardella, I am going to give you a sheet of paper here, and I want you to look at it and to explain exactly just what it is.

A This is a representation of the board as it appeared at the terminal Pier Foot of 23rd Street, and it was broken down into various categories which are listed on here for the equipment, the categories being: "In a ready state; in a down state," which means that they needed repair and could not be used until they were fixed, and "loaded" meant that they were actually filled with cargo and ready for loading upon a vessel.

"On the road" meant that they were out of the

terminal and on the road, being either on a trucker's -- in a trucker's possession or in the possession of rail, and that was further broken down into sub-leased equipment, of which a very minor portion was on sub-lease, and then there were the categories of the two vessels, ATLANTIC JAMAICAN and ATLANTIC BERMUDIAN, which when cargo was loaded upon, which when containers were loaded upon the vessel, these containers were then moved under the slots of either vessel, and that was further broken down into discharge ports.

There is also a dead file on here, which is when a container left the control of the terminal it was put into the dead file for future use if that number came back up again in the near future.

MR. LOVE: Would you please mark this Plaintiff's Exhibit 1?

(A document was marked Plaintiff's Exhibit 1 for identification, as of this date.)

Q You testified, Mr. Camardella, that a copy of the interchange receipt was forwarded to Mr. Moran in the New York Office. Would you please explain what Mr. Moran did with the interchange?

A Well, he filed each interchange in a folder that was kept on every single piece of equipment.

Before doing same, he recorded the information onto a card which was kept on the container control board which was located in the office, which was similar to the one I've just described on the pier except this was done on a board that had hundreds of slots that these individual cards were moved from place to place.

And, further, the board in the office not only encompassed terminal board, but it further encompassed the control of the containers throughout the Islands we serviced and any place the container might be. We kept a complete record where every single container was at any one time.

Q In other words, if a container or a chassis moved from the 23rd Street Pier, a visual display of exactly what use that container or chassis was put to and where it was going was kept on both the pier and in the office?

A That's correct.

Q Mr. Camardella, I'm going to hand you a card. Would you please identify that card?

A This is a typical card that was used on the slot board in the office. This particular one is -- denotes a chassis, ATLZ-162031.

Q Is that one of the chassis we are claiming

is lost?

A Yes, it is.

Now, this gives the actual movement of the containers by date and the date the container left the pier -- the date the chassis left the pier. Correction, the date the chassis left the pier. It gives the container number that was on top of the chassis and the date it was returned.

MR. LOVE: Would you mark that as Plaintiff's Exhibit 2 for identification?

(The above described document was marked Plaintiff's Exhibit 2 for identification, as of this date.)

Q Mr.Camardella, I'm going to hand you back Plaintiff's Exhibit No. 2. Would you have a card similar to Plaintiff's Exhibit No. 2 for every chassis and container that was on lease to Atlantic Lines during the period Atlantic Lines had its container service?

A Yes, we did.

Q I direct your attention, Mr. Camardella, to the last entry on the card.

A Yes.

Q Would you please read that last entry?

A "February 12th - R. Va." which stands for

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Richmond, Virginia, "via A.J.," which stands for ATLANTIC JAMAICAN, "Voyage 11 N.B.," which stands for northbound, to Brooklyn, 2/16, which is the arrival date of the vessel in Brooklyn, the date the container was discharged onto the pier.

Q Now I direct your attention to Defendant's Exhibit H-1. Would you please identify that exhibit?

A This is an interchange between ~~Wire~~ WYATT Transfer and Atlantic Lines, Limited; ~~Wire~~ WYATT Transfer being the trucker in Richmond who was delivering the container and chassis to Atlantic Lines in Richmond, Virginia.

Q What is the date of that interchange?

A The date is 2/10/72.

Q I direct your attention to Defendant's Exhibit H-2. Would you please identify that exhibit?

A This is a memo from the pier to the office and is for --

Q What pier?

A For the Pier 23rd Street, Atlantic Lines Pier, to Chester, Blackburn & Roder, General Agents for Atlantic Lines, New York Office, and it is attached for information purposes in that there was no interchange prepared for the actual discharge of the container and chassis because it was already in Atlantic Lines' possession when it was on

the vessel, so it was just an inter-communication from the pier stating that it was discharged from the vessel.

Q Does that show a discharge of the same chassis which is listed on the card that is Plaintiff's Exhibit 2?

A That is correct, it does.

Q Thank you.

Mr. Camardella, why do we have only one status board card, namely, Plaintiff's Exhibit No. 2, for chassis 162031?

A Well, that was pulled and given to Mr. Sembler as an example of the recordkeeping we kept.

The remainder have been discarded since the elimination of the service.

Q Now, Mr. Camardella, you have testified as to what the system was for keeping track of containers and chassis that left the custody of Atlantic Lines.

Now, what was your system of keeping track of a container that moved out of the 23rd Street Pier or moved into the 23rd Street Pier, but remaining at all times in the custody of Atlantic Lines?

So, by way of example: If you had an Atlantic Lines container at 23rd Street and you put it on an Atlantic Lines ship?

A . The position of the piece of equipment was

changed on the control board in the office and also --

Q Is that the same control board that is represented in Plaintiff's Exhibit No. 1?

A No, it is not the same. This is a pier representation.

Q We are talking about the pier?

A Right. It was moved on this board and it was further moved on the board in the office which was all-encompassing and had more detail than the one at the pier.

Q How did the office know when the container moved from the pier onto an Atlantic Lines ship or off an Atlantic Lines ship onto the pier?

A A record was made by Mr. Fagen to Mr. Moran.

Q How did he make the report?

A By phone or inter-office memo.

Q Now, you testified that Mr. Fagen was under your control as an employee of Chester, Blackburn & Roder as General Agents for Atlantic Lines and your representative on the pier for keeping track of containers and the chassis; is that not correct?

A That's correct.

Q Did Mr. Fagen under your orders conduct actual sight inventories of equipment on the pier?

A Yes, there was a daily check on the equipment

as categorized.

To briefly explain it, every morning Mr. Moran and Mr. Fagen got on the phone, and both displays were visual so they could both sit in front of their boards and say, I hold three containers ready on the pier, three containers in a down state, three containers out to the Pennsylvania Railroad, et cetera.

To further that, an actual visual inspection was made of the containers by Mr. Fagen on a certain periodic basis; most of the times it was monthly, or very close thereto, that he went out and inspected the container if it was listed on the board, to see that it was in that position.

Q Your answer just given applied to both containers and chassis?

A All equipment, yes.

Q How often did Mr. Fagen make his actual on-site inventories?

A About every thirty days, give or take one or two days, depending on the working week, et cetera.

Q If equipment left the 23rd Street Pier destined for a port serviced by Atlantic Lines, when the container was discharged from the vessel, whose responsibility was the container?

A Well, Mr. Moran was responsible to keep track of all of the containers. The responsibility for the container at that time was put upon the local agent to insure that he adequately reported the movement of the container to Mr. Moran, and the agent followed a similar procedure in that he actually reported by Telex the movement of all containers, and then there was a monthly Telex report made to the New York Office and given to Mr. Moran on the physical whereabouts of each container that was listed.

Q Did you instruct your agents to make periodic sight inventories of the containers and the chassis that were in their respective ports?

A Yes, we did.

Q The Telex message that you just referred to was the result of this sight inspection by the agent?

A Yes, it was.

Q And how often were the agents then required to perform these actual sight inventories?

A They were required to perform a sight inventory on all equipment on a monthly bais, and they were required to give a movement report anytime a container actually changed its status from one category on the board to another.

Q Now, you've testified that Mr. Moran contacted Mr. Fagen on a daily basis to insure that his records reflected -- Mr. Moran's reflected Mr. Fagen's records.

If there was any discrepancy, what was the procedure? In other words, if Mr. Moran's status board showed, by way of example, three containers in a ready status and Mr. Fagen's status board showed two, what action would be taken to correct the discrepancy?

A Well, Mr. Fagen was actually on the terminal and he would go out and inspect the containers visually to see if there was a possible error and, if so, correct it; if not, report to Mr. Moran, who would check his records and make any corrections.

If nothing was outstanding for a period of time, usually if they couldn't get the records to jibe between the two of them, then I was to be notified.

Q Did there come a time, Mr. Camardella, when certain containers and chassis were reported by Mr. Fagen on the pier as being missing?

A Yes, soon after the termination of the service.

Q What action was taken to determine whether these chassis were, in fact, missing?

A Well, I instructed an immediate inventory be taken by Mr. Fagen and for Mr. Moran to recheck all his

records.

After that being done, Mr. Moran was sent to the terminal to check, along with Mr. Fagen, on the actual physical position of the containers.

After this proved negative on the containers in question, there were tracers sent out to the various agents and to all of the common carriers that we dealt with, road, rail, et cetera.

After this proved negative, after many follow-ups proved negative, I requested a letter be written by the President of Atlantic Lines to all its agents to insure that the urgency of the situation was impressed upon them.

This was done. Reports came back from all agents involved in the container operation stating that these containers were not within the scope of their authority or their ports.

Q Did you personally make inquiry to all your agents?

A Yes, I did.

Q Did you personally receive the replies?

A Yes, I did.

Q Did there come a time, Mr. Camardella, -- and I refer you to Defendant's Exhibit C -- when the loss of

certain containers and chassis were reported to New York City Police Department?

A Yes. I instructed Mr. Moran to report these, and he so did on January 18th.

Q Did you personally supervise his drafting of this letter?

A Yes, I did.

Q Did you see it before it went out?

A Yes, I did.

Q Was this letter -- and I'm referring to Defendant's Exhibit C -- written in the normal course of Atlantic Lines' business?

A Yes, it was.

Q Was it the business of Atlantic Lines to make such a report to the Police Department?

A Yes, it was.

Q Is this letter a photostatic copy or a copy of some sort of the original sent out?

A Yes, it is.

Q Where is the original or a copy of the original?

A It has been discarded.

Q Who made this copy of the original?

A This copy was made by Mr. Moran and sent for

information purposes to Mr. Sembler.

MR. GIUFFRA: Excuse me, off the record.

(Discussion off the record.)

MR. LOVE: On the record.

Q Mr. Camardella, there are three containers reported as missing to the Police Department in Defendant's Exhibit C. Defendant's Exhibit C also says that: "We also wish to take this opportunity to advise that at this time several chassis are also considered by us to be missing. However, we are allowing seven more days before issuing a report to the Police Department."

Were any of the containers, the three containers specified within Defendant's Exhibit C, subsequently found?

A Yes, container number 148.

Q Would you please specify the entire number?

A SCIU-407148-0.

Q Where was that chassis eventually found?

A That container?

Q That container. I'm sorry.

A It was found in Europe.

Q Can you explain why it was shown as missing on your records, but subsequently found?

MR. GIUFFRA: I would like to object

unless he has personal knowledge.

Q Do you have personal knowledge as to what transpired to the effect of why this container was reported missing and subsequently found?

A Yes, I do. It was reported missing because it did not appear on the pier as reported in the statements to me. It was subsequently found because Sea Container, the owner, reported that it was discharged from one of the vessels that was returned to them, either ATLANTIC BERMUDIAN or ATLANTIC JAMAICAN, at the discharge port, which was in one of the Benelux countries. I believe it was Holland.

Q Now, Mr. Camardella, you referred or Mr. Moran refers in his letter, Defendant's Exhibit C, to a number of chassis. Did you at a subsequent time report to the New York City Police Department or did one of your employees under your supervision and control report to the New York City Police Department the exact designation and serial number and what have you of the chassis referred to in your letter of January 18, 1973?

A Yes, they did.

Q Is this that letter?

A Yes, it is.

MR. LOVE: Would you please mark this

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Plaintiff's Exhibit 3?

(The above described document was marked as Plaintiff's Exhibit 3 for identification, as of this date.)

Q Was Plaintiff's Exhibit No. 3 written and sent in the normal course of Atlantic Lines' business?

A Yes, it was.

Q Was it Atlantic Lines' business to send such a letter to the Police Department?

A Yes, it was.

Q Mr. Camardella, are the chassis reported to the New York City Police Department as missing in Plaintiff's Exhibit No. 3, dated January 31, 1973, the same chassis which are the subject of this suit?

MR. GIUFFRA: As far as you know.

Q As far as you know?

A Yes, they are.

Q Mr. Camardella, I notice that this is a copy, a photostatic copy, of a letter. Is this a photostatic copy of the original that was sent to the Police Department?

A Yes, its.

Q Why do you not have a copy of the original?

A Well, here again, the records were kept individually, and this is Mr. Sembler's copy of the original.

Q I see. And where is the original?

A It has been discarded.

Q Mr. Camardella, did there come a time when you notified Intermodal Transportation Systems, Inc., and Ambey Corporation of the loss of the chassis that were on lease to Atlantic Lines by these respective corporations?

A Yes, there was.

Q I hand you a letter addressed to Intermodal Transportation Systems dated February 2, 1973. What does that letter in essence say?

A That is the notification that the equipment as listed was missing.

MR. GIUFFRA: What date was that, now?

THE WITNESS: February 2, 1973.

MR. LOVE: Would you please mark this as the next plaintiff's exhibit?

(The letter dated 2/2/73 was marked Plaintiff's Exhibit 4 for identification, as of this date.)

Q Mr. Camardella, I hand you a letter dated February 2, 1973 addressed to Thriftway Leasing Co. Would you please tell us the import of that letter?

A This is a notification to Ambey that the chassis as listed were missing, Thriftway Leasing Co. being Ambey's

agents in the States.

MR. LOVE: I would like to mark that as plaintiff's exhibit next in order.

(The above described document was marked Plaintiff's Exhibit 5 for identification, as of this date.)

Q Referring to Plaintiff's Exhibits 4 and 5, or at least there is a typed notation that it was written by Joseph E. Moran --

A It was.

Q -- were these letters prepared in the regular course of Atlantic Lines' business?

A They were.

Q Was it the regular course of Atlantic Lines' business to prepare such letters?

A Yes.

Q Were these letters prepared under your direction?

A Yes, they were.

Q Did you see them when they went out?

A Yes, I did.

Q I notice that these are photostatic copies of the original. Would you explain why we are presenting photostatic copies rather than copies of the originals?

A Because the files were kept separately and this again is the insurance files. These were sent to our insurance consultant, Mr. Sembler.

Q And the copies of the originals, what happened to them?

A They have since been discarded.

Q Mr. Camardella, I hand you Defendant's Exhibit No. D. Would you please identify that exhibit?

A This is a letter to the New York Police Department dated 14 May, 1973.

Q Who signed the letter?

A It is signed by myself.

Q Did you prepare that letter?

A Yes, I did, and it's a notification of the equipment that was missing at that time.

Q And does that letter list the same equipment that was previously reported as lost, to the Police Department?

A Partially the same. It goes to explain that one container was found.

Q Would you identify that container, please?

A 407148.

Q Okay.

A And it lists two additional containers which

were lost and subsequent to this, again found.

Q Mr. Camardella, was that letter written in the normal course of Atlantic Lines' business?

A Yes, it was.

Q Was it Atlantic Lines' business to send such a letter to the Police Department?

A Yes, it was.

Q I notice that that is a flimsy copy. Is that a copy of the original?

A Yes, it is.

Q The original having been sent to the Police Department?

A That is correct.

Q Now, Mr. Camardella, this letter lists two forty-foot open top containers, Nos. SCIU-403018-2; SCIU-403086-0. Where were those two containers supposed to be when they were reported as missing?

A We held them on our container control board as being in the Port of Miami on Dodge Island, which is the terminal for Miami of which we as Atlantic Lines operated vessels out of.

Q You testified that those two forty-foot open top containers were subsequently found?

A Yes, I did.

Q Can you explain the circumstances leading to their being reported as missing and subsequently found, that you know to your own personal knowledge?

A Yes. Well, I've made frequent trips to Miami, and after these were reported missing, I was in Miami and personally insured that employees down there checked for them, et cetera, and they reported to me at that time that these two containers were left in a general storage area, which was quite common, because the amount of area allocated to the different carriers for operations of the vessels was small, and if you had containers that were not in use at that particular time, they were stored in an open lot.

Security here was lax due to the official layout of the facilities by the Port Authority, and that is based upon my opinion, although -- and I'm sure that the Port Authority will not agree with me -- but generally the lines concerned, all had access to these containers. It was not separated within a fence structure. What happened here is that these two containers were subsequently returned to Sea Container by a carrier in a different port -- strike that, please. Was returned to Sea Container by a carrier that had inadvertently picked them up and used them, and that is why we reported them as missing.

They had sent them out via rail to some place to be loaded.

Q Did Sea Container subsequently inform you that these two containers were in their possession?

A Yes.

Q After you reported them as missing?

A That's correct.

I might also point out that none of these other containers were lost from Miami under this particular physical setup. They were lost within the New York area where we had fence structures, et cetera.

Q Now, Mr. Camardella, I hand you a letter dated June 12, 1973. Would you please identify that letter?

A This letter was written by myself to the New York Police Department, in which I advised them that one of the chassis previously reported as lost was found, stripped of its rims and tires, in a vacant lot near Pier 9-A and B on King Street, Brooklyn.

Q Would you identify the chassis specified in the letter?

A TLCC-30046.

MR. LOVE: Would you please mark this as the next plaintiff's exhibit in order?

MR. GIUFFRA: What's the date of that letter?

THE WITNESS: 12 June of '73. Also, I might add, this letter further advised of the location of the two containers which I have just described as being missing in Miami.

(The above described document was marked Plaintiff's Exhibit 6 for identification, as of this date.)

Q Mr. Camardella, was it the regular course of Atlantic Lines' business to send such a letter to the New York City Police Department?

A Yes, it was.

Q Was this particular letter sent to the Police Department in the regular course of Atlantic Lines' business?

A Yes, it was.

Q I notice, Mr. Camardella, that this is a photostat and not a copy of the original. Would you please explain the absence of a copy of the original?

A Here again this was a copy as prepared for the insurance files, and this is taken from Mr. Sembler's file.

Q Where are the copies of the originals?

A They have subsequently been discarded.

Q Mr. Camardella, would you please explain the circumstances as known to you and your personal knowledge

of the finding of chassis TLCC-30046, which was reported as lost to the New York City Police Department in Plaintiff's Exhibit No. 6?

A Well, a business associate of mine, who has had nothing to do with this service, was not employed by our company, just noticed this chassis sitting out there and through previous transactions he assumed that it could have been ours due to the color of the chassis. We had one particular color that they were all painted.

Q What color was that?

A Blue. And due to the prefix which was TLCC, we had quite a few, I think over ninety were with this prefix on it, and he just called me one day and said it was sitting outside of his particular pier and to, you know, swing by when I had a chance and make sure that it was ours, and if so, go ahead and take it because it was in a vacant lot.

Q Did you go by?

A Well, I instructed our Port Captain, Captain John Davidson, to go down there and take a look at it. He did. He discovered it was ours and made arrangements to move it back and get it repaired and report same to me.

Q Mr. Camardella, I'm going to hand you a letter that's addressed to Mr. Robert Close of Despard Inter-

national, and the letter is signed by William Sembler, Chester, Blackburn & Roder as agents for Atlantic Lines, Limited.

Mr. Camardella, was that letter found in the files of Atlantic Lines or Chester, Blackburn & Roder, in its files dealing with its principal, Atlantic Lines, Limited?

A Yes, this also is from Mr. Sembler's insurance files.

Q In the regular course of Atlantic Lines' business, would they file letters sent by Mr. Sembler dealing with the containers and chassis that were reported as missing?

A Yes, it was.

Q Did you take that letter out of Atlantic Lines' files? Was the letter that's in your hands right now written to Despard International by William Sembler in Atlantic Lines' files?

A Yes, it was.

MR. LOVE: Now, I would like to have this marked as plaintiff's exhibit next in order.

(The above described document was marked Plaintiff's Exhibit 7 for identification, as

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of this date.)

MR. GIUFFRA: If counsel intends to introduce all of these exhibits into evidence at the trial, I note my objection on the grounds that it is self-serving, they are duplicates, and they are all hearsay as far as the witness is concerned, because he has no personal knowledge of what happened.

Q Now, Mr. Camardella, was a copy of this letter sent to you in or around November, 1973?

A Yes, it was.

Q Is the fact that a copy was sent to you noted upon the letter?

A Yes, on the bottom of the letter my name is indicated as having received a copy.

Q And you remember receiving a copy?

A Yes, I do.

Q Do you know of your own personal knowledge the condition of the chassis when it was found?

A Yes, I do. I saw pictures taken by our Port Captain John Davidson.

Q Were these pictures sent to the insurance company?

A Yes, they were.

MR. GIUFFRA: Excuse me. Off the record.

(Discussion off the record.)

MR. LOVE: On the record.

Q Mr. Camardella, would you please describe the condition of the chassis when it was found?

A Well, it had been stripped of its wheels, rims, the landing gear was broken, and it was apparently discarded by whoever took it from our possession.

Q Was the serial number still on the chassis?

A I don't remember.

Q Was the identifying number still on the chassis?

A It had been painted over, the identifying number.

Q What is the difference between the identifying number and the serial number?

A The identifying number was the number that was placed on the chassis in large letters and numbers approximately two inches high and was plainly visible to the eye.

Q What were the identifying numbers?

A On this particular container -- or chassis, TLCC-30046.

Q You mentioned that photographs were taken of the chassis after it was recovered. Who took the photographs?

A Captain Davidson.

Q Did you see the photographs?

A Yes, I did.

Q And the photographs showed the damage which you've described?

A Yes, it did.

Q What did you do with the chassis when you found it?

A It was sent to Miami, Florida for repair.

Q Why was it sent to Florida for repair?

A At that time we just figured that would be the cheapest area for repair.

Q Mr. Camardella, I hand you an invoice. Would you please identify it?

A This is an invoice from Florida Welding Services Corporation for the repair of the chassis we were just talking about. It amounts of $1268.80.

MR. GIUFFRA: Was that, in fact, paid to them?

THE WITNESS: Yes, it has been paid.

MR. LOVE: I would like this marked plaintiff's exhibit next in order.

(The above described document was marked Plaintiff's Exhibit 8 for identification, as

of this date.)

Q Mr. Camardella, who was the invoice submitted to?

A It was submitted to our Florida agents, Chester, Blackburn & Roder.

Q How did the invoice come to you, or did it come to you?

A I don't recall if it actually came to me or was just approved over the phone. I believe I just requested to know the amount, what was done, whether our local agents thought it was a fair billing, and after being informed that they so felt, I told them to go ahead and approve payment of it.

Q Was this invoice kept in the files of Atlantic Lines?

A Yes, it was.

Q Was it the regular course of Atlantic Lines' business to keep such a document on file?

A Yes, it was.

Q Was this filed in the regular course of Atlantic Lines' business?

A Yes, it was.

Q Mr. Camardella, I show you an invoice. Would you please describe it?

A This is an invoice for equipment used in the repair of the chassis we have been talking about, and it is for $680.00 for the replacement of tires, and $68.00 for replacement of tubes, totaling $748.00.

MR. LOVE: Would you please mark this plaintiff's Exhibit 9 for identification?

(The above described document was marked plaintiff's Exhibit 9 for identification, as of this date.)

Q Does this invoice represent repairs to chassis TLCC-30046?

A It applies to equipment purchased and used in the repairs of said container, yes -- said chassis.

Q Was this invoice submitted to Atlantic Lines?

A Yes, it was.

Q Is this invoice from the files of Atlantic Lines?

A Yes, it is.

Q Was it the regular course of Atlantic Lines' business to keep such files?

A Yes, it was.

Q Was this particular invoice received and filed in the regular course of Atlantic Lines' business?

A Yes, it was.

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Q I notice that both Plaintiff's Exhibit No. 8 and Plaintiff's Exhibit No. 9 are photostatic copies. Would you please explain where the originals are?

A The originals are most probably at this time in the possession of our Florida agent, Chester, Blackburn & Roder.

Q To your knowledge, are these photostats of the originals?

A Yes, they are.

Q Mr. Camardella, I give you Defendant's Exhibit N-1, N-2 and N-3. Would you please identify that exhibit?

A These are delivery reports showing the delivery of three pieces of equipment. Strike that. Showing the delivery of equipment by Ambey Corporation to Atlantic Lines.

Q Do Defendant's Exhibits N-1, N-2 and N-3 list chassis as delivered to Atlantic Lines which are included in this particular litigation?

A Yes, they do.

Q Was it the regular course of Atlantic Lines' business to keep such delivery reports on file, receive and keep such delivery reports?

A Yes, it was.

Q Were these particular delivery reports kept

in the regular course of Atlantic Lines' business?

A Yes, they were.

Q I notice that these are photostatic copies.

A Yes, they are.

Q Where are the originals?

A They have been discarded.

Q Why were they discarded?

A When the service was curtailed, all records were discarded.

Q Why were copies, photostatic copies, made of the originals?

A Because these were the copies presented to Mr. Sembler for claims reasons.

Q Mr. Camardella, I give you Defendant's Exhibit M-1, M-2 and M-3. Would you please identify these exhibits?

A These are invoices from Intermodal Systems, Inc. for the chassis which we reported missing to them.

Q Were these invoices received and filed by Atlantic Lines in the regular course of its business?

A Yes, they were.

Q Was it the regular course of Atlantic Lines' business to file such invoices?

A Yes, it was.

Q I notice that these are photocopies. Where

are the originals?

A The originals are most probably in our warehouse under our accounting system.

Q Why were these copies made of the originals?

A They were presented to Mr. Sembler as a matter of regular course for claims.

Q Now, Mr. Camardella, getting back to the 23rd Street Pier, would you describe the area where the containers and the chassis that are the subject of this suit were stored?

A They were stored within the confines of the terminal known as Pier Foot of 23rd Street, Brooklyn. This terminal encompassed both Pier 23 and 25 in Brooklyn. It had upland area, which was fenced, and it had two gates, both where guard service was maintained, at both gates.

The entire area was fenced and no equipment was supposed to move in or out of the terminal without being checked by the guards.

Q You testified earlier, Mr. Camardella, that you were allowed to use the pier by virtue of an arrangement with Pittson Stevedoring?

A That's correct.

Q Was it part of your arrangement with Pittson Stevedoring that Pittson would supply security for your

equipment?

A Yes, it was.

Q And that security, I believe you testified, consisted of guards at the gates to the storage area?

A That is correct.

Q Were the gates open on a twenty-four hour basis?

A No, they were not. They were open if and when there was activity at the terminal.

Q When the gates were open, were they manned by guards?

A Yes, they were.

Q What functions did these guards fulfill?

A They checked equipment in and out of the pier.

MR. LOVE: I have no further questions.

REDIRECT EXAMINATION

BY GIUFFRA:

Q Getting back to the question of security, did you have a separate contract with Pittson for the security at the pier, 23rd Street?

A It was one contract; it included all services.

Q Do you have a copy of that contract?

A I do not have it here, no.

Q I mean, is it available?

A I don't know.

Q Will you make attempts to make it available for us?

MR. LOOMIS: Sure.

MR. LOVE: Sure.

Q How many pieces of equipment were received by Atlantic Lines when they started this service, during the course of the service?

A Which?

Q Pardon me. In other words, you have containers --

A You said when they started the service or during the course of the service?

Q During the course of the service. What would be the maximum amount or pieces of equipment that they had?

A Well, there were approximately 450 containers from Sea Container, and then approximately 200 to 250 related equipments, such as chassis, refrigerated containers, et cetera, were taken from other companies.

Q In other words, you had about 700 pieces of equipment during the time you operated this service?

A About that, yes.

Q Were these 700 pieces of equipment put on this board by Fagen and Moran?

A That's correct.

Q And during the time that this service was being conducted, did they ever report to you that there was inaccuracies between themselves as to what was in the office and what was down at the pier, 23rd Street?

A Yes, they did, occasionally.

Q How frequently?

A Occasionally. How frequently, I really don't remember.

Q Did they ever report to you prior to January of 1973 that these containers were missing?

A Yes, definitely.

Q When did they report back, sometime in September or October of 1972?

A I believe it was probably November.

Q 1972?

A Right.

Q And that was the time the service was being terminated and you were collecting all the equipment; is that correct?

A That is correct.

Q And for each of the pieces of equipment, did they have a folder?

A Yes, they did.

Q Where was the folder kept, in New York?

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A In the office, the New York Office, by Mr. Moran.

Q By Mr. Moran. And would that folder indicate all the interchanges for that equipment during the period from the time you picked up the equipment until the time you either returned it or, in this case, they were lost?

A That's correct.

Q And where are these folders?

A They have subsequently been discarded.

Q Now, at the time they were being discarded, were you aware of this pending litigation?

A No, I was not.

Q And the suit was commenced around June, 1974. Now, were the records still in existence at that time, do you know?

A I do not believe they were. I was transferred out of this particular area the end of February of '74, and that's the last I saw of them.

Q Do you know when the records were destroyed?

A They were destroyed, I would say, the end of the first quarter of 1974.

Q At that time, up to the first quarter of 1974, someone on your behalf had submitted a claim to the insurance company; is that correct?

A Could you repeat that?

Q I said, prior to these records being destroyed, a claim had been presented on your behalf to the insurance company; is that correct?

A Yes.

Q And you still, nevertheless, destroyed the records?

A No, I did not destroy them.

Q Where are they?

A You said "I."

Q I, meaning the company, destroyed.

A The records were discarded because it was felt — apparently felt by the people that discarded them, that there was sufficient records within the claims files here, but at the same time there was no trouble anticipated with the claims. It was felt to be a normal claim.

Q But the records in the first quarter of 1974, which is this year, there was some indication, I assume, that there would be a question as to coverage; is that correct?

A No, it'snot correct, at least on my behalf, no. I felt that claims were normal and would be paid.

Q Didn't Sembler ever talk to you about the difficulty in collecting on these claims?

A Yes, he did.

Q When was that?

A Oh, --

Q Would it be the first quarter of 1974?

A No, I think it was later. The time I really started to get involved with this claim --

Q Again, is that correct?

A -- in this whole deal here, was the time when the check came in -- I believe there was a check sent by the insurance company to us, and it was for an insufficient amount, and Mr. Sembler asked me what I felt of the matter and I told him, I don't think we ought to cash it if it was in any way going to affect the remainder.

Q As of this date, were the records for each of the containers and chassis still in existence?

A I don't know. I didn't check.

Q Included within these folders -- I assume they were folders; is that correct?

A Yes.

Q And the folders also included that little note?

A That's correct.

Q That little card there, that's Exhibit 2?

A Right.

Q And those were also destroyed?

A That's right.

Q Would the records also indicate whether the chassis or the container was damaged at any time?

A The interchange would.

Q Would it also indicate whether any repairs were carried out to the equipment?

A No. Those were separate records.

Q Where are those records?

A Those were kept on the pier. I don't have the slightest idea where they are. They were probably discarded, also.

Q If there was any damage to these containers and the chassis, they would be noted on these records; is that correct?

A Repair items would be noted on the record. If it was not on the record, then there --

Q If there was damage to a container or a chassis, it would be noted on these records?

A No. Only the repairs of the damage would be noted on the records.

Q The interchange would be one set of documents, that would show how the equipment came back to you; is that correct?

A That's correct.

Q And also would indicate the condition of the

equipment as it went out?

A That's correct.

Q If there was damage to that equipment, then that would be a separate file that would be kept for that equipment?

A Yes.

Q And then a separate file would be kept as to whether that equipment was repaired; is that correct, or not repaired?

A Well, all damage was repaired. We had personnel on the pier employed through a subcontractor to repair all damage as noted assoon as it was noted.

Q In other words, as of September, 1972, when the service was discontinued, all the equipment was in good condition; is that correct?

A Except for normal wear and tear.

Q How would you describe the normal wear and tear for the equipment, would that be bangs on the chassis? I mean, they do get banged up, don't they?

A Normal wear and tear is very difficult to define and has been at issue for many years between the owners and leasers of chassis.

As far as my opinion is concerned, I would put normal wear and tear as anything, any damage or scratches,

dents, et cetera, which did not affect the primary use of the equipment; in other words, if it could still perform the function it was intended to.

Q Now, the depreciation allowance which has been taken in the computations, was that a normal rate per month? Is that correct?

A Right.

Q So that equipment had a normal amount of depreciation plus it would have a normal amount of these dents and bumps; is that correct?

A Yes, but the depreciated value -- in other words, to allow for normal wear and tear.

Q If the damage was greater than these normal bumps and scratches, that would be placed in a different category?

A That would be considered in a down state and repaired by our pier personnel.

Q Again, at the time the service was terminated, all these records were either in the New York Office or down at the pier?

A They were down at the pier.

Q You indicated before, the service went from New York, Bermuda and Jamaica. Did you also have a service to St. Maarten?

A Yes. There was a service into St. Maarten that was performed through St. Thomas in the Virgin Islands. It was a very minor --

Q Your equipment would be used for that service?

A Yes, it would.

Q Was a check made in St. Maarten for the location of these chassis?

A Yes, there was.

Q Did anything turn up?

A No.

Q You indicated before in reply to Mr. Love's question that you sent these reports to the Police Department; is that correct, you sent these various letters and reports to the Police Department?

A I believe I sent one --

Q You or your company?

A The company, yes.

Q Were you in business to send reports to the Police Department?

A Well, the chassis were lost, and I just felt it proper to report them, and I instructed that the police be called and requested whether they would require reports on missing equipment, and they said definitely yes, to please give them a written report, which we did.

Q Did the Police Department ever reply to you, to the various letters sent to them?

A There were phone checks made with them, and they didn't turn up any equipment at all.

Q Now, prior to the loss of the various chassis and containers, did you ever submit prior reports to the Police Department?

A I don't understand.

MR. GIUFFRA: Strike it.

Q Prior to your letter of January 18, 1973, did you ever report to the Police Department that chassis or containers had been missing from your terminal, your operation?

A Not to my recollection. I don't think there were any losses, unexplained losses, prior to that date

Q Did you ever experience losses prior to that date?

A Yes, we did.

Q Can you tell me the circumstances of these losses?

A One, a chassis -- one container and chassis was out to a trucker and he hit an overhead bridge and it was declared a total loss. I don't really recall. I think there might have been one or two other instances

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similar to it, but I don't recollect it.

Q Did there ever come a time when Fagen or Moran were unable to reconcile their records as to where the containers were, and these chassis?

A Over a short period of time, yes, but they were usually checked out and found.

Q You indicated before that Moran made monthly inspections of chassis and equipment?

MR. LOVE: That's Fagen.

Q You indicated before that Fagen made monthly inspections, visual inspections, at the terminal. Did he make any records, written records?

A Well, I am sure he did. I never saw these. I was only informed if there was a discrepancy.

Q If he did maintain these records, would it be fair to say that these records have been destroyed or discarded?

A Yes, they have.

Q During the time the interchange of these various equipments until January of 1973, did either Fagen or Moran report to you the fact that these containers or chassis were missing from the terminal?

A Yes, they did.

Q When did they report that?

A The exact date, I don't recollect. I think it was November of '72.

Q Was that when they first reported that this equipment was missing from the system?

A Right.

Q Then you made the efforts, from November to January, to try to locate the equipment?

A That's correct.

Q You wrote the letter to the Police Department in January?

A Right.

Q What was the basis of the information that Fagen or Moran gave you concerning the missing equipment on the chassis or the containers?

A They advised me that they couldn't find some containers which were held by both control systems, the terminal and the office control systems, on the 23rd, Brooklyn.

Q The accuracy of their reporting system now turned up inaccurate sometime in September or October, 1972; is that correct?

MR. LOOMIS: November.

A No, I don't agree with your statement.

Q If they reported in November, 1972 that they

could not locate the containers or the chassis that we are talking about --

A Yes.

Q -- and obviously before they made that report to you, according to their charts, either in the office or on the pier, the chassis or the equipment was supposed to be on the pier?

A That's correct.

Q Can you explain any reason or did they give you any reason for this discrepancy?

A They presented many reasons why it could have been, but no -- there was nothing found to show that they were legitimately moved off the pier.

Q But all your records concerning the movement of the chassis and equipment, of course, were intact in November, 1972, but now have been discarded?

A That is correct, but the pertinent documents, I believe there are copies of them in the insurance files.

Q But the documents themselves could have been in the files, this was not a case of computer filing, but of a manual filing of each movement?

A When you have an experienced control man, my opinion is that it was a lot better manually than on a computer.

Q How long had Fagen and Moran worked for Atlantic Lines prior to this loss?

A Joe Moran was a graduate of New York Maritime College and he was employed by us for approximately one year to eighteen months; I'm not sure which.

Q Did he have prior experience doing this type of work?

A He received four years of instruction in Maritime College on this type of work.

Q My question to you is: He was going to college, not doing control work for four years?

A He was trained by myself.

Q His prior experience only related to the schooling at Maritime College?

A That's right.

Q What about James Fagen? Did he have any prior experience?

A James Fagen was employed by us for a greater period of time, and he was employed in the office of Chester, Blackburn & Roder in New York and had prior experience with cargo movements, et cetera.

Q Did he have prior experience with container movements?

A No, he did not.

Q Are both of these people in your employ at the present time?

A Neither one are.

Q This listing we have been talking about, about the board, was this sort of set up by yourself?

A It was set up by me.

Q And you had the supervision of the system itself?

A That's right.

Q Most of the transactions or the movements of the containers was done manually, for example, taking an interchange and putting it into whatever file we want to talk about?

A That's correct.

Q After you have gone through all these records and documents, do you have an opinion as to how the chassis and containers were no longer in your control?

MR. LOOMIS: Objection.

A I would like to consult my --

MR. LOOMIS: We are not searching for opinions. We are searching for facts, counsel.

Don't answer the question.

THE WITNESS: Okay.

Q From reviewing your records, do you have any

recollection as to when, in fact, the particular chassis and containers were missing from your system?

MR. LOVE: Would you repeat the question?

MR. GIUFFRA: Strike it.

Q In reviewing all the various documents today, and I assume you reviewed them prior to testifying, are you in a position to tell us when the equipment, the exact date when the equipment, exact date or the approximate date when the equipment, either the chassis or containers were missing from your system?

MR. LOOMIS: Date of discovery or date of actual loss?

Q In other words, would it be fair to state that sometime in November, 1972, at that particular point, you then discovered or determined some of this equipment was missing, out of the 700 pieces that were received?

A In my opinion, that was the approximate date, but that's -- and we have records to show the exact times that we had knowledge and when we no longer did.

Q Are you familiar with the policy we are talking about, the insurance against theft --

MR. LOOMIS: I object to that. The policy speaks for itself.

MR. LOVE: I object to that.

Q Do you have any opinion of how these containers or chassis were removed from the pier?

MR. LOVE: Objection.

MR. GIUFFRA: He can answer.

MR. LOOMIS: We are not soliciting conjecture here.

MR. GIUFFRA: If he has an opinion, I think he has --

MR. LOOMIS: Maybe they threw them out.

MR. GIUFFRA: Or maybe they were washed into the East River.

MR. LOOMIS: That would be a loss.

Q Do you have an opinion?

A I wish to consult with counsel.

(Counsel consults with the witness.)

A I'm advised by counsel not to give an opinion.

MR. GIUFFRA: I would like to note my exception.

No further questions.

(Whereupon, at 6:05 o'clock p.m., the deposition of this witness was concluded.)

R. Ross Camardella

Subscribed and sworn to before me this 16th day of January, 1975.

Notary Public

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FORM UC-2

No. 2
~~No. 3~~ - 186987

MOORE-McCORMACK Lines INCORPORATED

2 BROADWAY
NEW YORK, N.Y. 10004
(212) 363-6600

TRAILER INTERCHANGE RECEIPT AND SAFETY INSPECTION REPORT

DATE	POINT OF INTERCHANGE	NO.	VESSEL	VOY.	B/L (INBOUND)
9/21/72	25A	723			

CARRIER: ~~EQUIPMENT~~ 3-ARRIVAL DELETE ONE — ATLANTIC LINE — CARRIER CODE — TRACTOR LICENSE

SHIPPER OR CONSIGNEE — DESTINATION — NO.

OFF HIRE

TRAILER EXPECTED TO BE RETURNED TO MOORE-McCORMACK CONTROL — DEPTS (A)

DATE _____ AT LOCATION _____ NO. _____

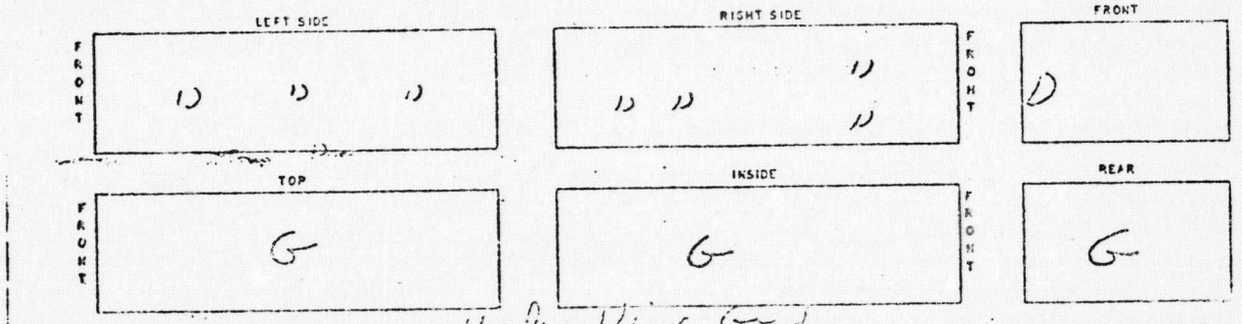
11/25/72

EQUIPMENT INFORMATION

SCIH

INTERSTATE COMMERCE COMMISSION REGULATIONS REQUIRE EACH PART LISTED TO BE INSPECTED.
MARK CLEARLY ALL DAMAGE OR DEFICIENCY FOUND BY INSPECTION: IF NOT DEFECTIVE USE CHECK MARK. IF DEFECTIVE, DESCRIBE DEFECT

CONTAINER NO.	STATUS	BOGIE 1 OR CHASSIS	FRAME NO.	BOGIE 2 NO.	BOGIE LICENSE
407124-2					



Under Wire Cord

CHECK LIST

BRAKING SYSTEM NO DEFECTS

CLEARANCE IDENTIFICATION LIGHTS CONTAINER-CHASSIS-FRAME
FRONT REAR

SIDE MARKER CONTAINER-CHASSIS-FRAME
FRONT MID REAR

REFLECTORS CONTAINER-CHASSIS-FRAME
FRONT MID REAR

STOP LIGHTS LEFT RIGHT — TURN LIGHTS LEFT RIGHT

FLAPS LEFT RIGHT — SLIDING BRACE LEFT RIGHT — BACK BRACE LEFT RIGHT

LANDING LEGS LEFT RIGHT — WHEEL FASTENING — SPARE PLUG

UNDER CARRIAGE — BUMPER IN PLACE — AIR HOSE

FIRE POSITION	MARK	CONDITION	FIRE POSITION	MARK	CONDITION
R.O. FRONT			L.O. FRONT		
R.I. FRONT			L.I. FRONT		
R.O. REAR			L.O. REAR		
R.I. REAR			L.I. REAR		

REEFER DIESEL NO. — REEFER ELECTRIC MOTOR NO.

DIESEL FUEL LEVEL — CONDITION OF BATTERIES

SECURING EQUIPMENT SUPPLIED — CHAINS — HOOKS — TARPS

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENTLY EFFECTIVE MOORE-McCORMACK LINES, INCORPORATED TRAILER INTERCHANGE.

I HEREBY CERTIFY THAT ON THE DATE STATED FIRST ABOVE, I CAREFULLY INSPECTED THE EQUIPMENT DESCRIBED ABOVE; THAT THIS IS A TRUE AND CORRECT REPORT OF THE RESULTS OF SUCH INSPECTION AND THAT POSSESSION OF SUCH EQUIPMENT WAS TAKEN ON BEHALF OF THE CARRIER OR MOORE-McCORMACK LINES, INCORPORATED AT THE PLACE AND DATE FIRST INDICATED ABOVE.

FOR MOORE-McCORMACK LINES, LESSOR — FOR CARRIER, LESSEE

REMARKS:

5-DISPATCHED/RETURNING CARRIER

139a

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CHESTER, BLACKBURN & RODER, INC.
Agents for ATLANTIC LINES LTD.

One World Trade Center – Suite 1035
New York, New York 10048
Tel.: (212) 432-1700

INTERNAL EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

CONTAINER NO.: SCNU 5[illegible]7-0

Chassis No.: _____ Date of Interchange: Aug 18-72 No. 9218

Container Size: 40' Chassis Size: _____ Location of Interchange: [illegible]

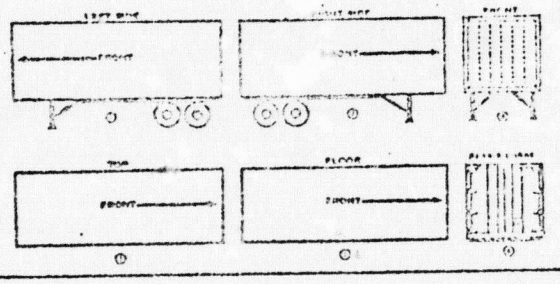
Delivering Carrier: CBR & S Inc Receiving Carrier: [illegible]

Status (Full/Empty) Voy. No.: 26 Port From: [illegible] Port To: N/C

Please mark clearly all damages and deficiencies. If no exceptions, use check mark.

The following symbols may be used: C-Cut; B-Bruise; H-Hole; M-Missing; BR-Broken; D-Dent; R-Rust.

OK



Remarks:

Refrigeration Setting: In Cut

For Delivering Carrier: This equipment was delivered in good condition, except as noted above

By: [signature]

For Receiving Carrier: This equipment was received in good condition, except as noted above.

By: [signature]

COPY 1 (NYC OFFICE COPY)

2041

8/22/72

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Defts
Exhibit C
For ID
11/21/74
(SJ)

January 18, 1973

The New York Police Department
72nd Precinct
29th Street and Fourth Avenue
Brooklyn, New York 11232

Attention: Desk Officer

Dear Sirs:

After an inventory of our terminal, at the Foot of 23rd Street, Brooklyn, New York, the following three (3) forty foot containers were found missing:

SCIU 407124-2
407148-0
407384-0

The ports at which our vessels called were notified to examine their records on these missing units and any trucking companies that ATLANTIC LINES uses for cartage were also put on notice. Since no further information has been forthcoming and a sufficient period of time has elapsed, we consider these units missing. We are bringing this matter to your attention at this time to see if you can be of some assistance in locating same or developing any further information. Enclosed for your information are the last equipment interchanges on the above mentioned equipment.

We also wish to take this opportunity to advise that at this time several chassis are also considered by us to be missing. However, we are allowing seven (7) more days before issuing a report to the Police Department.

Very truly yours,

CHESTER, BLACKBURN & ROGER, INC.
As Agents for ATLANTIC LINES, LTD.

Joseph E. Horan, Jr.
Operations Department

JEH/mb
Encl.

141a

Depts EA.
D
For HD
11/15/73

14 May 1973

The New York Police Department
72nd Precinct
29th Street and Fourth Avenue
Brooklyn, New York 11232

ATTENTION: Desk Officer

Dear Sir:

Further to our letter of January 18, 1973, we would like to advise that one (1) of the containers reported as missing, namely SCIU 407148-0, has been found. The container was located in Europe and apparently had been loaded on board the vessel without the number being recorded.

We have, however, other boxes missing and wish to recap the equipment listed as missing by Atlantic Lines.

40' CHASSIS

TLCC	30003
TLCC	30018
TLCC	30030
TLCC	30046
ATLZ	104021

23' 0' CHASSIS

ATLZ	162031
ATLZ	162002

40' CONTAINERS

SCIU	407344-0
SCIU	407124-2
SCIU	407295-3

Continued...//...

142a

The New York Police Department
ATTN: Desk Officer
14 May 1973

40' OPEN TOP CONTAINERS

SCIU	403018-2
SCIU	403086-0

We have completely checked all agents and ports where this equipment could have been lost or misrecorded. The foregoing equipment has not been located and, therefore, we must consider same missing and lost.

We are bringing this matter to your attention in order to receive your assistance in locating same or developing any further information.

Thank you for your anticipated cooperation.

Very truly yours,

CHESTER, BLACKBURN & RODER, INC.
As Agents for ATLANTIC LINES, LTD.

R.R. Camardella
Vice President

RRC/cm

cc: Mr. Wm. Sembler

CODE NO.	CONTAINER NO.	INTER-CHANGE	DATE TO	DATE OFF	(1)	(2)	(3)	(4)
1	[illegible]	SAV 7/11/73	6/01/72	7/11/73	126	107.52	773	831.50
2	206001-8		6/01/72		126	107.52	278	298.92
3	206002-9	NY 10/30/72	6/01/72	1/05/73	126	107.52	91	78.44
4	206003-4	S MIA 10/26/72	6/01/72	11/02/72	126	107.52	27	22.06
5	206004-0	J NY 10/11/72	6/01/72	10/11/72	126	107.52	5	4.20
6	206005-5	NY 10/27/72	6/01/72	11/30/72	126	107.52	55	46.20
7	206006-0	NY 10/30/72	6/01/72	11/29/72	126	107.52	54	45.36
8	206007-6	SAV 7/11/73	1/10/72	7/11/73	271	227.64	278	233.52
9A	206008-1	NY MIA 11/06/72	6/01/72	11/01/72	126	107.52	26	21.84
10A	206009-7	NY MIA 10/31/72	6/01/72	10/30/72	126	107.52	55	46.20
11	206010-5	SAV 9/16/73	6/01/72	9/16/73	126	107.52	427	358.68
12	206011-0		11/12/71		240	277.20	208	240.32
13	206012-1	NY 10/30/72	6/01/72	11/30/72	126	107.52	55	46.20
14	206013-7	NY 10/27/72	6/01/72	1/05/73	126	107.52	91	76.44
15	206014-2	S MIA 10/26/72	6/01/72	11/02/72	126	107.52	27	22.68
16	206015-8	NY 10/30/72	6/01/72	1/05/73	126	107.52	91	76.44
17	206016-3	S MIA 10/26/72	11/12/71	11/02/72	330	277.20	27	22.68
18A	206017-9	NY MIA 10/31/72	6/01/72	10/30/72	126	107.52	24	20.16
19	206018-4	SAV 7/11/73	6/01/72	7/11/73	126	107.52	278	233.52
20	206019-0	SAV 9/16/73	6/01/72	9/16/73	126	107.52	426	357.84
21	206020-8	NY 10/30/72	6/01/72	1/05/73	126	107.52	91	76.44
22	206021-4	SAV 9/16/73	6/01/72	9/16/73	126	107.52	422	354.48
23	206022-0	SAV 9/16/73	6/01/72	9/16/73	126	107.52	422	354.48
24A	206023-6	NY MIA 11/06/72	6/01/72	11/05/72	126	107.52	30	25.20
25A	206024-5	NY 10/30/72	6/01/72	1/05/73	126	107.52	91	76.44
26	206025-0	NY 10/27/72	6/01/72	1/05/73	126	107.52	91	76.44
27	206026-6	S MIA 10/26/72	6/01/72	11/02/72	126	107.52	27	22.68
28	206027-1	S MIA 10/26/72	6/01/72	11/02/72	126	107.52	27	22.68
29	206028-7	S MIA 10/26/72	6/01/72	11/02/72	126	107.52	27	22.68
30	206029-2	NY 10/30/72	6/01/72	11/30/72	126	107.52	55	46.20

(1) DAYS PAYABLE UP TO SEPT. 6, 1973
(2) AMOUNT
(3) DAYS PAYABLE FROM OCT. 7, 1972 TO OFF HIRE DATE OR JUL. 31, 1973
(4) AMOUNT.

DEPTS 62. 6
11/25/74

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211	407111-3	S MIA 11/08/72	6/01/72	11/08/72	126	204.80	39	52.80	
212	407112-	NOT ACCEPTED ON HIRE							
213	407113-4	HWK 10/31/72	6/01/72	1/22/73	126	204.80	108	172.80	
214	407114-0	LV MIA 5/30/73	6/01/72	5/29/73	126	204.80	235	376.00	
215	407115-	NOT ACCEPTED ON HIRE							
216	407116-0	S MIA 11/08/72	10/20/71	11/08/72	353	564.80	33	52.80	
217	407117-6	S MIA 12/13/72	11/30/71	12/13/72	312	499.20	68	108.80	
218	407118-1	HWK 10/31/72	1/12/72	1/22/73	269	430.40	108	172.80	
219	407119-	S NY 10/11/72	2/11/72	10/11/72	299	502.40	5	8.00	
220	407120-0	S MIA 11/08/72	6/01/72	11/08/72	123	204.80	33	52.80	
221	407121-6	S NY 10/11/72	1/12/72	10/11/72	269	430.40	5	8.00	
222	407122-	NOT ACCEPTED ON HIRE							
223	407123-7	S MIA 10/31/72	6/01/72	11/07/72	128	204.80	32	51.20	
224	407124-2	RESIGNED	6/01/72		128	204.80	298	476.80	
225	407125-								
226	407126-3	S MIA 10/05/72	6/01/72	10/04/72	126	201.60			
227	407127-8	S NY 10/11/72	1/12/72	10/11/72	269	430.40	5	8.00	
228	407128-4	HWK 12/21/72	6/01/72	1/22/73	128	204.80	108	172.80	
229	407129-0	S MIA 12/13/72	6/01/72	12/13/72	128	204.80	68	108.80	
230	407130-5	HWK 11/03/72	6/01/72	1/22/73	128	204.80	108	172.80	
231	407131-9	HWK 11/03/72	6/01/72	11/17/72	128	204.80	42	67.20	
232	407132-4	HWK 11/01/72	6/01/72	11/15/72	128	204.80	40	64.00	
233	407133-0	SAV 7/11/73	10/21/71	7/11/73	352	563.20	276	441.60	
234	407134-5	S NY 10/11/72	6/01/72	10/11/72	128	204.80	5	8.00	
235	407135-	NOT ACCEPTED ON HIRE							
236	407137-1	S MIA 10/05/72	6/01/72	10/04/72	126	201.60			
237	407138-7	S NY 10/11/72	6/01/72	10/11/72	126	204.80	5	8.00	
238	407139-2	S MIA 10/05/72	6/01/72	10/04/72	126	201.60			
239	407140-8	S NY 10/11/72	12/13/71	10/11/72	302	483.20	5	8.00	
240	407141-1	HWK 10/30/72	6/01/72	1/22/73	128	204.80	108	172.80	

145a

421	407323-0	SAV 5/02/73	1/12/72	5/02/73	269	430.40	208	332.80
422	407324-5	NWK 11/15/72	1/12/72	1/22/73	269	430.40	108	172.80
423	407325-0	S STT 11/03/72	2/04/72	11/03/72	240	393.60	33	52.80
424	407326-6	SAV 5/02/73	1/12/72	5/02/73	269	430.40	208	332.80
425	407327-	NWK 10/31/72	1/12/72	1/22/73	269	430.40	108	172.80
426	407328-	S STT 11/03/72	12/07/71	11/03/72	305	488.00	33	52.80
427	407329-2		1/12/72		269	430.40	298	476.80
428	407330-	S MIA 10/05/72	1/12/72	10/04/72	267	427.20		
429	407331-	NWK 11/01/72	2/12/72	1/22/73	238	380.80	108	172.80
430	407332-7	S MIA 12/13/72	10/27/71	12/13/72	348	556.80	68	108.80
431	407333-2	NWK 12/01/72	2/01/72	12/01/72	249	398.40	56	89.60
432	407334-8	S MIA 10/05/72	6/01/72	10/04/72	126	201.60		
433	407336-4	S STT 11/03/72	6/01/72	11/03/72	128	204.80	33	52.80
434	407337-4	NWK 11/02/72	1/12/72	1/22/73	269	430.40	108	172.80
435	407338-0		6/01/72		128	204.80	298	476.80
436	407339-5	NWK 11/03/72	2/01/72	11/17/72	249	398.40	42	67.20
437	407340-9		12/28/71		284	454.40	298	476.80
438	407341-4	S NY 10/11/72	11/11/71	10/11/72	331	529.60	5	8.00
439	407342-0	S NY 10/11/72	11/12/71	10/11/72	330	528.00	5	8.00
440	407343-5	S MIA 10/05/72	6/01/72	10/04/72	126	201.60		
441	407344-0	Missing	11/12/71		330	528.00	298	476.80
442	407345-6	S MIA 12/13/72	6/01/72	12/13/72	128	204.80	68	108.80
443	407346-1	S MIA 11/03/72	11/17/71	11/03/72	325	520.00	33	52.80
444	407347-7	NWK 11/01/72	6/01/72	1/22/73	128	204.80	108	172.80
445	407348-2	SAV 7/11/73	6/01/72	7/11/73	128	204.80	278	444.80
446	407349-8	NWK 11/02/72	6/01/72	1/22/73	128	204.80	108	172.80
447	407350-	NWK 10/31/72	4/14/72	11/14/72	176	281.60	39	62.40
448	407351-7	S NY 10/11/72	1/11/72	10/11/72	270	432.00	5	8.00
449	407352-2	NWK 11/10/72	1/12/72	1/22/73	269	430.40	108	172.80
450	407353-6	SAV 7/11/73	1/11/72	7/11/73	269	430.40	278	444.80

Docks
4. F
11/25/74
(S)

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10048
TEL: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

E 4529

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

CONTAINER NO. AND MARKS	CHASSIS NO. AND MARKS	TRL. LIC. #	CHASSIS NO. AND MARKS	M.T.M.T. NO.
208-012-1		77-475	162-002	911158

DELIVERING CARRIER (NAME & ADDRESS): Ranchero Trucking

RECEIVING CARRIER (NAME & ADDRESS): All Line 23100 St

LOCATION OF INTERCHANGE: FROM: TO: OTHER LOCATIONS:

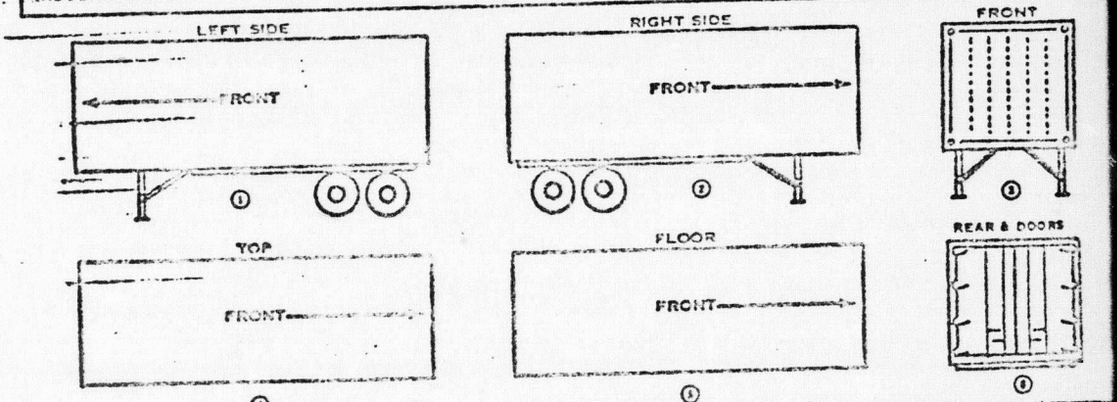
STATUS (FULL) (EMPTY) SEAL # 10688

EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT: B–BRUISE: H–HOLE: M–MISSING: BR–BROKEN: D–DENT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.



REMARKS: (Refer to Item Number & Indicate Which Unit by Number 1 of 2)

1 of 2 5909
T. 6187
G. 11080

S/W 11080

D/R 4129

7 ☐ REFRIGERATION: TEMP. INDICATED:	TEMP. SETTING IN:	17 ☐ FLAPS	FUEL STATUS: IN: OUT:
8 ☐ BRAKES		18 ☐ LANDING GEAR	
9 ☐ COUPLERS SPACERS	A/L	19 ☐ UNDER CARRIAGE	A/L
10 ☐ WHEEL LUGS		20 ☐ TARP	
11 ☐ REFLECTORS			
12 ☐ LIGHTS	13 ☐ CLEARANCE	14 ☐ STOP	15 ☐ TAIL 16 ☐ INDICATOR

TIRES	POSITION	BRAND NO — CONDITION	POSITION	BRAND NO — CONDITION
	R.O. FRONT	FIRESTONE 7.75/10	L.O. FRONT	FIRESTONE 7.75/10
	R.I. FRONT		L.I. FRONT	
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. TIME AND DATE 9/28/74 BY Frank G Ranchero

FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. TIME AND DATE 9/28/74 BY

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Def's Ex. 6

11/21/24 SS

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10048
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

E 4537

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

CONTAINER NO. AND MARKS	BOGIE NO. AND MARKS	TAIL. LIC. #	CHASSIS NO. AND MARKS	M.T.I.-M.T. NO.
407140-6		77514	104021	911197

DELIVERING CARRIER (NAME & ADDRESS): W.T. COWAN INC

RECEIVING CARRIER (NAME & ADDRESS): ATLANTIC LINES

LOCATION OF INTERCHANGE: FROM: TO:

OTHER LOCATIONS:

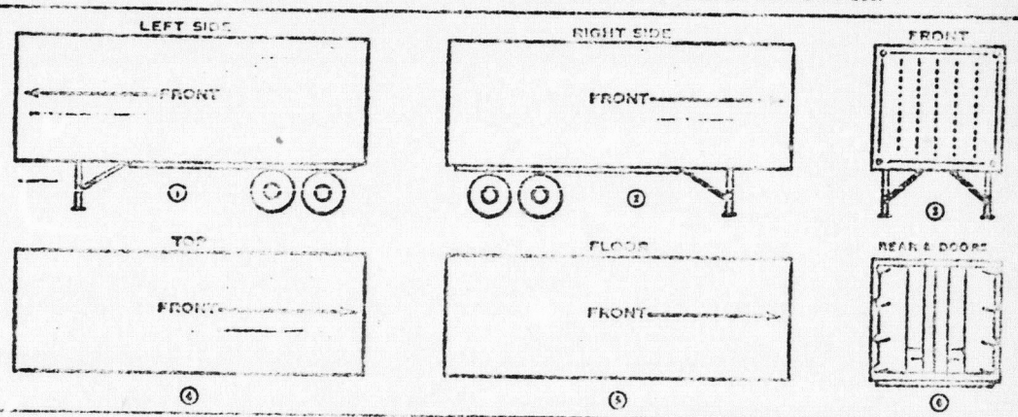
STATUS (FULL-EMPTY) SEAL #

EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT: B–BRUISE: H–HOLE: M–MISSING: BR–BROKEN: D–DENT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.



REMARKS: (Refer to Item Number & Indicate Which Unit by Number 1 or 2)

1 LENS MISSING

7 ☐ REFRIGERATION: TEMP. INDICATED: TEMP. SETTING IN: FUEL STATUS: IN: OUT:

8 ☐ BRAKES 17 ☐ FLAPS

9 ☐ COUPLERS, SPACERS 18 ☐ LANDING GEAR

10 ☐ WHEEL LUGS 19 ☐ UNDER CARRIAGE

11 ☐ REFLECTORS 20 ☐

12 ☐ LIGHTS 13 ☐ CLEARANCE 14 ☐ STOP 15 ☐ TAIL 1 LENS MISSING 16 ☐ INDICATOR

TIRES	POSITION	BRAND NO. — CONDITION	POSITION	BRAND NO. — CONDITION
	R.O. FRONT	FIRESTONE	L.O. FRONT	FIRESTONE
	R.I. FRONT		L.I. FRONT	
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

FOR DELIVERING CARRIER THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.	TIME AND DATE	FOR RECEIVING CARRIER THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.	TIME AND DATE
BY R Sampson	9/29/22	BY T. Logan	9/29/22

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148a

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AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1005
NEW YORK, NEW YORK 10048
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

No. 02268

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

Dents & H.

CONTAINER NO. AND MARKS	CHASSIS NO. AND MARKS	H.T.-T.A.I.-T. NO.
208917-6	ATLZ 162-031	911163

DELIVERING CARRIER (NAME & ADDRESS)	RECEIVING CARRIER (NAME & ADDRESS)
Wyatt Segregue 14th Broad Street Richmond Va	Atlantic Terminals 3101 Dock ST. Richmond Va

LOCATION OF INTERCHANGE: Upper Richmond FROM: Lehigh Portland TO: Richmond, Va.

OTHER LOCATIONS:

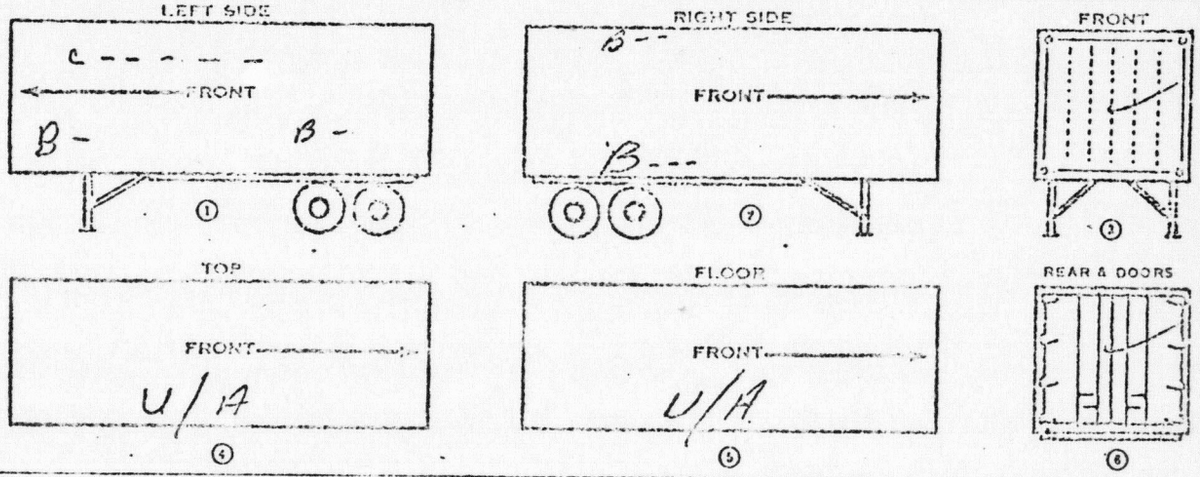
STATUS (FULL ☐ MT ☐): Hand Rapid Mach SEAL #: F10104 3

EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT; B–BRUISE; H–HOLE; M–MISSING; BR–BROKEN; D–DENT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.



REMARKS: *(Refer to Item Number & Indicate Which Unit by Number 1 or 2)*

House to House St Croix

	TEMP. SETTING IN	FUEL LEVELS IN	OUT
☐ REFRIGERATION AND INSULATION			
☑ BRAKES	17 ☐ FLAPS		
☑ COUPLERS, SPACERS	18 ☐ LANDING GEAR		
☑ WHEEL LUGS	19 ☐ UNDER CARRIAGE		
☑ REFLECTORS	20 ☐ SKIRT		

☑ LIGHTS 13 ☐ CLEARANCE 14 ☐ STOP 15 ☐ TAIL 16 ☐ INDICATOR

POSITION	BRAND NO. – CONDITION	POSITION	BRAND NO. – CONDITION
R.O. FRONT	Firestone All Attire	L.O. FRONT	Firestone All Attire
R.I. FRONT		L.I. FRONT	
R.O. REAR	√ √ √ 90%	L.O. REAR	√ √ √ 90%
R.I. REAR		L.I. REAR	

BY DELIVERING CARRIER THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.

BY _____ TIME AND DATE 8:30AM 2/12/72

FOR RECEIVING CARRIER THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.

BY C. Bailey TIME AND DATE 5:30PM 2/12/72

OFFICE COPY – 1

149a

at Guide Mark to Mail in Window Envelope.

MR. RALPH SCOTTO
DELIVERY CLERK,
FT. 23RD. STREET, BKLYN.

FROM

CHESTER, BLACKBURN & RODER, INC.
ONE WHITEHALL STREET
NEW YORK, N. Y. 10004
(212) HA 5-2400 / CHEBLAROD

JECT M/V ATLANTIC JAMAICAN - VOY. 111 -/E.T.A. NEW YORK 2/16/72 | DATE 2/15/72

D — MESSAGE

FURTHER TO OUR MEMO OF 2/10/72 WE NOW WISH TO CONFIRM THAT THE SIX EMPTY CAR CARRIERS MENTIONED THEREIN AS HAVEING BEEN LOADED AT ST. THOMAS FOR NEW YORK MRSN ARE ON BOARD THE VESSEL. AGAIN, THE NUMBERS ARE:

406011; 406010; 406009; 406015; 406007; 406014

IN ADDITION THE FOLLOWING INSTRUCMENTS OF INTERNATIONAL TRADE WERE LOADED AT RICHMOND FOR NEW YORK DISCHARGE AS FOLLOWS:

ONE (1) 40' CONTAINER - #407124-5
NINE (9) 20' CONTAINERS - 208057-0; 208809-8; 208033-2; 208819-0; 208934-5; 208002-9; 208910-8; 208041-5; 272157
SIX (6) 40' CHASSIS - ATLZ-162081; 162009; 162008; 162014; 162013; 162005;
THREE (3) 20' CHASSIS - ATLZ-164014; SCIC-940006; ICS-7076

: CAPTAIN DAVIDSON
MIKE FARACLAS
BILL MAHER, PITTSTON STEVEDORING
B. LI CAUSI

F. DRALLE

GINATOR-DO NOT WRITE BELOW THIS LINE — REPLY TO — SIGNED

PLY Dave Wyss T. Rhodehost 703-247-6355 9/19-Outof town Telephone call 9:00
They have manuals on this

TE — SIGNED

SEND WHITE AND GOLD COPIES WITH CARBONS INTACT. USE EXTRA PINK COPY AS NEEDED.

Esh H-2
11/25/74

DETACH AND RETAIN THIS COPY

150a

Defts Ex. I

EE 51038

11/25/74 ED

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10048
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

UNIT MARRIED

	CONTAINER NO. AND MARKS	BOGIE NO. AND MARKS	TRL. LIC. #	CHASSIS NO. AND MARKS	N.Y.C.T.M.T. NO.
#1	ITV 22502		134343	30003	12585
#2	UNIT MARRIED TO ITV 24052				

DELIVERING CARRIER (NAME & ADDRESS)	RECEIVING CARRIER (NAME & ADDRESS)
RANCHERO TRANSPORT	ATLANTIC LINES LTD

	LOCATION OF INTERCHANGE		FROM:	OTHER LOCATIONS:
#1	(POOL/EMPTY)	SEAL #	TO:	
#2	(FULL/EMPTY)	SEAL SWIFT 21820		

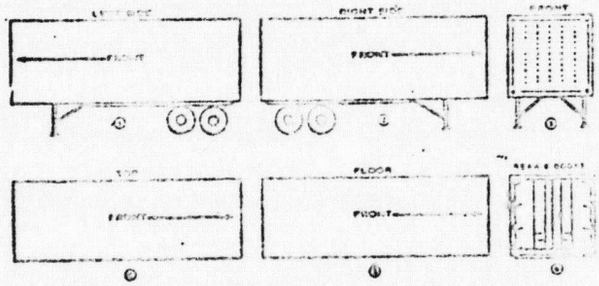
EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT; B–BRUISE; H–HOLE; M–MISSING; BR–BROKEN; D–DENT

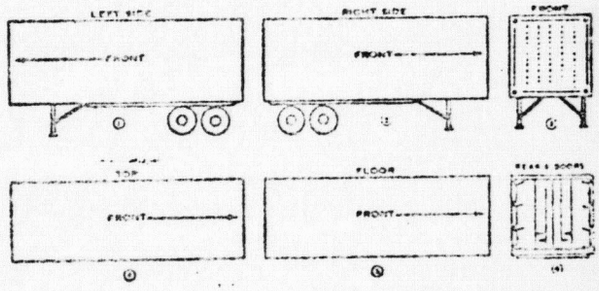
PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.

#1



#2



REMARKS: *(Refer to Item Number & Indicate Which Unit by Number 1 or 2)*

7 ☐ REFRIGERATION: TEMP. INDICATED — TEMP. SETTING IN: — FUEL STATUS: IN: OUT:

8 ☑ BRAKES
9 ☑ COUPLERS, SPACERS
10 ☑ WHEEL LUGS
11 ☑ REFLECTORS
12 ☑ LIGHTS 13 ☑ CLEARANCE 14 ☑ STOP 15 ☑ TAIL 16 ☐ INDICATOR
17 ☐ FLAPS
18 ☐ LANDING GEAR
19 ☐ UNDER CARRIAGE
20 ☐ SKIRT

TIRES	POSITION	BRAND NO. – CONDITION	POSITION	BRAND NO. – CONDITION
	R.O. FRONT	DUNLOP	L.O. FRONT	DUNLOP
	R.I. FRONT		L.I. FRONT	
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. — TIME AND DATE: 10/30/74
BY Willie C Green

FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. — TIME AND DATE: 10/30/74
BY

OFFICE COPY — 1

151a

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10048
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

E 5222
Depts J
11/6/72 S

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

CONTAINER NO. AND MARKS	BOGIE NO. AND MARKS	TRL. LIC. #	CHASSIS NO. AND MARKS	N.Y.-T.M.T. NO.
107295-3		134-358	T1cc300018	H25868

DELIVERING CARRIER (NAME & ADDRESS)	RECEIVING CARRIER (NAME & ADDRESS)
Atl. Lines 23rd SRT	Davidson Trucking

LOCATION OF INTERCHANGE: FROM: TO: OTHER LOCATIONS:

STATUS (FULL-EMPTY) SEAL #

EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT; B–BRUISE; H–HOLE; M–MISSING; BR–BROKEN; D–DENT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

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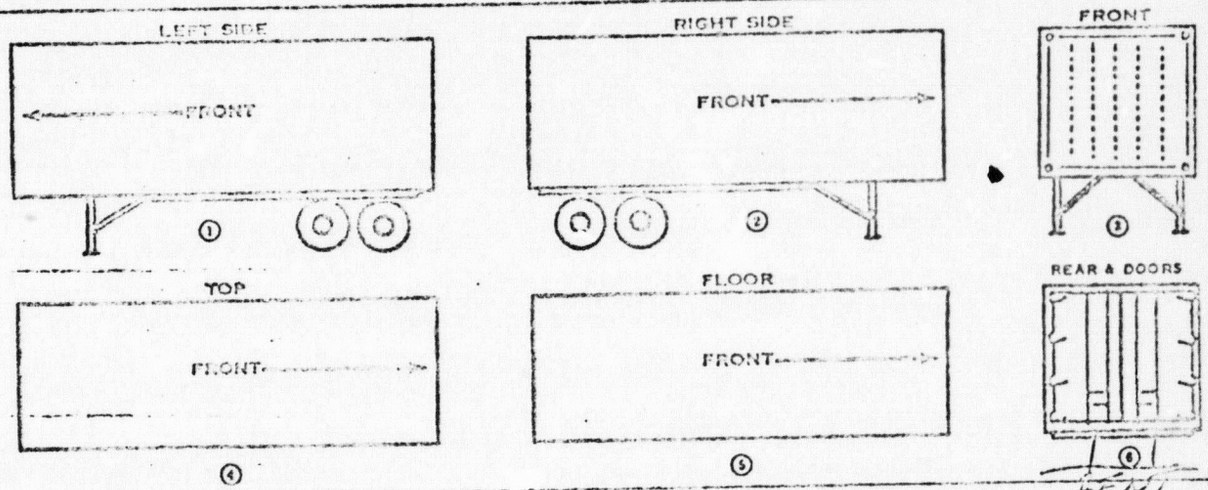


REMARKS: *(Refer to Item Number & Indicate Which Unit by Number 1 or 2)*

7 ☐ REFRIGERATION: TEMP. INDICATED: TEMP. SETTING IN: FUEL STATUS: IN: OUT:
8 ☐ BRAKES
9 ☐ COUPLERS, SPACERS C
10 ☐ WHEEL LUGS
11 ☐ REFLECTORS
12 ☐ LIGHTS 13 ☐ CLEARANCE 14 ☐ STOP 15 ☐ TAIL 16 ☐ INDICATOR
17 ☐ FLAPS
18 ☐ LANDING GEAR C
19 ☐ UNDERCARRIAGE
20 ☐ TARP

TIRES	POSITION	BRAND NO. — CONDITION	POSITION	BRAND NO. — CONDITION
	R.O. FRONT	Dunlop 8C	L.O. FRONT	Dunlop 8C
	R.I. FRONT		L.I. FRONT	
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. BY [signature] TIME AND DATE 7/27/72

FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE. BY [signature] TIME AND DATE 7/27/72

OFFICE COPY – 1

152a

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10018
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

EE 5099

Dyes K 1,1,2

UNIT MARRIED — MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

SCIU 208-590-0 / SCIU 209-902-6		134.370 MAINE	TCC 30030	H25 880

DELIVERING CARRIER (NAME & ADDRESS): Shanahan Trucking CP16744 P.R.

RECEIVING CARRIER (NAME & ADDRESS): Atl Lines 23RD St

LOCATION OF INTERCHANGE: (1) MPTY | SEAL # 6668 | (2) MPTY | SEAL # 6667

FROM:

TO: BERMUDA.

OTHER LOCATIONS: —

EQUIPMENT CONDITION INSPECTION REPORT

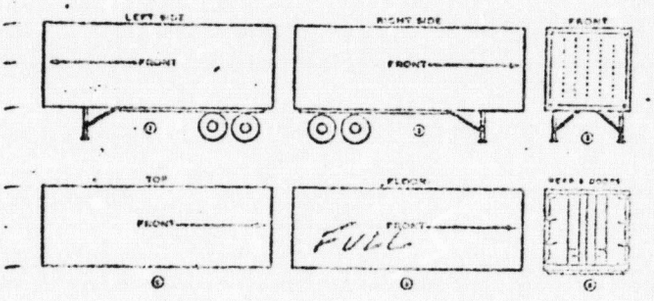
USE THESE CODES ON DIAGRAMS TO SHOW CONDITION

C–CUT; B–BRUISE; H–HOLE; M–MISSING; BR–BROKEN; D–DENT

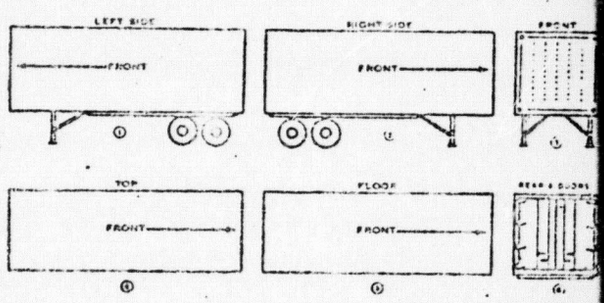
PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.

#1



#2



REMARKS: (Refer to Item Number & Indicate Which Unit by Number 1 or 2)

N 22929
T 5181
G 28110

SPD 76020

N 22929
T 5181
G 28110

D/K. 2061

7 ☐ REFRIGERATION: TEMP. INDICATED:		TEMP. SETTING IN:		FUEL STATUS: IN:	OUT:
8 ☐ BRAKES			17 ☐ FLAPS		
9 ☐ COUPLERS SPACERS			18 ☐ LANDING GEAR		
10 ☐ WHEEL LUGS	O.K.		19 ☐ UNDER CARRIAGE	O.K.	
11 ☐ REFELECTORS			20 ☐ TARP		

12 ☐ LIGHTS 13 ☐ CLEARANCE 14 ☐ STOP 15 ☐ TAIL 16 ☐ INDICATOR

TIRES	POSITION	BRAND NO. — CONDITION	POSITION	BRAND NO. — CONDITION
	R.O. FRONT	Dunlop TCC 95	L.O. FRONT	Dunlop TCC 95-0
	R.I. FRONT	Dunlop	L.I. FRONT	Dunlop
	R.O. REAR	Goodyear	L.O. REAR	Goodyear
	R.I. REAR	Dunlop	L.I. REAR	Dunlop

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.

BY: H. Baker — TIME AND DATE: 3/30/72

FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.

BY: [signature] — TIME AND DATE: 3/30/72

OFFICE COPY — 1

153a

CHESTER, BLACKBURN & RODER, INC.
AGENTS FOR ATLANTIC LINES LTD.
ONE WORLD TRADE CENTER – SUITE 1035
NEW YORK, NEW YORK 10048
TEL.: (212) 432-1700

EQUIPMENT INTERCHANGE RECEIPT AND INSPECTION REPORT

E 02273
Defis G. L
11-8-74

MARK ANY DENTS OR DAMAGE ON DIAGRAMS BELOW

CONTAINER NO. AND MARKS	BOGIE NO. AND MARKS	TRL. LIC. #	CHASSIS NO. AND MARKS	N.Y.-T.M.T. NO.
407-324-5		134-38C	30046	H25896

DELIVERING CARRIER (NAME & ADDRESS)	RECEIVING CARRIER (NAME & ADDRESS)
Atl, Line 23 rd St	ranchero Trucking

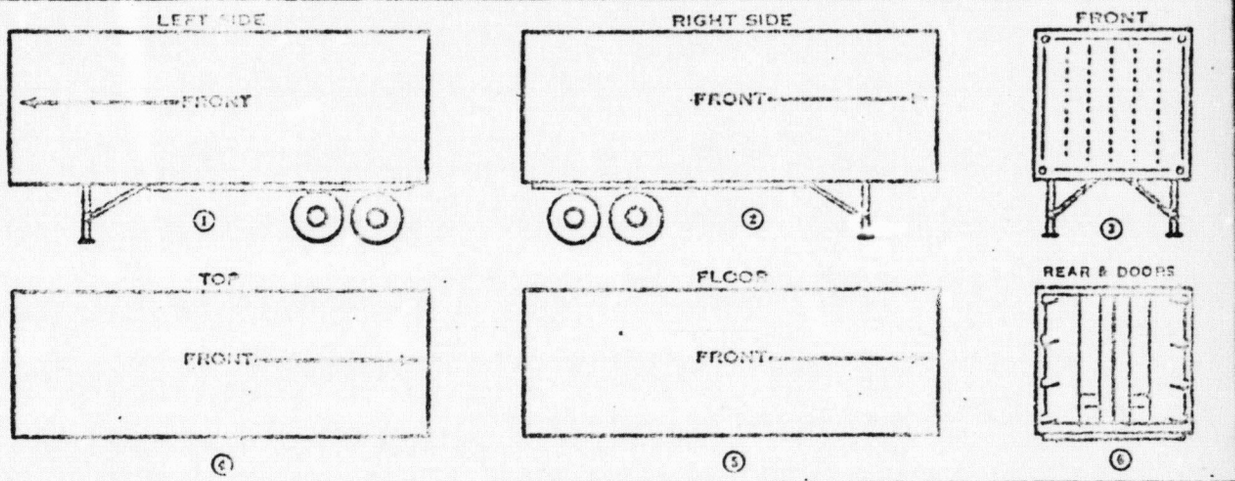
LOCATION OF INTERCHANGE:	OTHER LOCATIONS:
FROM: TO:	
STATUS (FULL) EMPTY) SEAL #	

EQUIPMENT CONDITION INSPECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
C–CUT; B–BRUISE; H–HOLE; M–MISSING; BR–BROKEN; D–DENT

PLEASE MARK CLEARLY ALL DAMAGES AND DEFICIENCIES. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED. IF NO EXCEPTIONS, USE CHECK MARK.

THIS INTERCHANGE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT EQUIPMENT INTERCHANGE CONTRACT BETWEEN THE DELIVERING CARRIER AND THE RECEIVING CARRIER COPIES OF WHICH ARE ON FILE AT THEIR RESPECTIVE OFFICES.



REMARKS: (Refer to Item Number & Indicate Which Unit by Number 1 or 2)

7 ☐ REFRIGERATION: TEMP. INDICATED:	TEMP. SETTING:	FUEL STATUS:	IN: OUT:
8 ☐ BRAKES		17 ☐ FLAPS	
9 ☐ COUPLERS, SPACERS		18 ☐ LANDING GEAR	
10 ☐ WHEEL LUGS		19 ☐ UNDER CARRIAGE	Ok
11 ☐ REFLECTORS	Ok	20 ☐ TARP	
12 ☐ LIGHTS	13 ☐ CLEARANCE	14 ☐ STOP	15 ☐ TAIL 16 ☐ INDICATOR

TIRES	POSITION	BRAND NO. – CONDITION	POSITION	BRAND NO. – CONDITION
	R.O. FRONT		L.O. FRONT	
	R.I. FRONT	Dunlop 80 ✓	L.I. FRONT	Dunlop 80 ✓
	R.O. REAR		L.O. REAR	
	R.I. REAR		L.I. REAR	

FOR DELIVERING CARRIER: THIS EQUIPMENT WAS DELIVERED IN GOOD CONDITION, EXCEPT AS NOTED ABOVE.	TIME AND DATE	FOR RECEIVING CARRIER: THIS EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ABOVE.	TIME AND DATE
BY	9/15/72	BY	9/15/72

OFFICE COPY

154a

Exh.

Intermodal Transportation Systems, Inc. 70 HUDSON STREET, HOBOKEN, N.J. 07030 • 201 792-5333

Transportation Services and Financing

Invoice # DR 139

Date 3-31-73

Lease

Terms: Net 30 days 1% per month after 30 days

Invoice To:

Atlantic Lines, LTD
C/O Chester, Blackburn & Roder, Inc.
P.O. Box #1470
Miami, Florida. 33101
Attn: Mr. Colin Hall

Dept's E, M-1
M125/14 50

Cust #200309

No. of Units	Description and Identification Numbers	For Month Starting	Lease Rates Daily	Lease Rates Monthly	AMOUNT
1	ATLZ 104021 STOLEN Charges were accepted: 2/1/73				$2,298.70
				PAY THIS AMOUNT	$2,298.70

Please make check payable to and mail to:

Intermodal Transportation Systems, Inc. 70 Hudson Street, Hoboken, New Jersey 07030

Form IM 22-3

SALES ADVICE

155a

BEST COPY AVAILABLE

Intermodal Transpc 'ation Systems, Inc. 70 HUD' STREET, HOBOKEN, N.J. 07030 • 201 792-5333

Transportation Services and Financing

Invoice # DR 139

Date 3-31-73

Lease

Terms: Net 30 days 1% per month after 30 days

Invoice To:

Atlantic Lines, LTD
C/O Chester, Blackburn & Roder, Inc.
P.O. Box #1470
Miami, Florida. 33101
Attn: Mr. Colin Hall

Deft's Ex. M-2
11/25/74

Cust #202300

No. of Units	Description and Identification Numbers	For Month Starting	Lease Rates Daily	Lease Rates Monthly	AMOUNT
1	ATLZ 162002 STOLEN Charges were accepted: 2/1/73				$2,333.34

Intermodal Transpo. tation Systems, Inc. 70 HUDSON STREET, HOBOKEN, N.J. 07030 • 201 792-5333

Transportation Services and Financing

Invoice # DR 137

Date 3-31-73

Lease

Invoice To:
Atlantic Lines, LTD
C/O Chester, Blackburn & Roder, Inc.
P. O. Box 11470
Miami, Florida. 33101
Attn: Mr. Colin Hall

Terms: Net 30 days 1% per month after 30 days

Depts Exh. M-3
11/27/74 (C)

Cust #200300

No. of Units	Description and Identification Numbers	For Month Starting	Lease Rates Daily	Lease Rates Monthly	AMOUNT
1	ATLZ 162031 STOLEN				$2,333.34
	Date charges were accepted:	2/1/73			
	Please make check payable to and mail to:		PAY THIS AMOUNT		$2,333.34

Intermodal Transportation Systems, Inc. 70 Hudson Street, Hoboken, New Jersey 07030

Form IM 2208

SALES ADVICE

157a

Dtls Ex. N-1

Utility L 0819

GINDY MANUFACTURING CORPORATION

ROUTE 100 – Eagle
Downingtown, Penna. 19335
215 – 458-5301

GINDY SERIAL NO.
84152
84176
84186

DELIVERY REPORT

Sold To: Orkay Corp. S.O. # 20094 Date: 2-21 19

Ship To: Atlantic Main, East of 23rd / Load-out Via: N/a
St. Albany, Ny.

Delivered by: ☒ Gindy Drive-A-Way ☐ Customer Pick-Up ☐ Gindy Load-Out To: N/a

Model No.: CH40HAW832 Length: 41'01 Height: Closed 13'

Tire Size: 11X22.5 12 ply Make of Tires: Michelin Radial

Type of Floor: Type Suspension: H-7700T

Fleet No.: Lic. 30009, 30003, 30013

Physical Location of Unit: Eagle Downingtown (Lebanon) Martinsville Other Posted By: JF

Material To Be Shipped with Unit? ☐ Yes ☒ No Seal No.: N/a Shipping Order No.: N/a

SPECIAL INSTRUCTIONS AS FOLLOWS: Trade Due ☐ C.O.D. ☐ Other

Clean and Lined inside.
Attleboro Hgts. Boro to Hgts.
Side Liner Post: 3"x6"x8' 12oc, 2"x6"x3' 16oc.

Contact: Mat. Manager Phone No.: 1-212-343-3573

Unit Received As Specified By:

Date Unit Received:

Driver Making Delivery:

Reason For Non-delivery or Non-Pickup of Trade:

Disposition:

L 0819

Gindy DP 100

CUSTOMER COPY

158a

Defts Ex. N-2 11/15/84 L 09

GINDY MANUFACTURING CORPORATION

ROUTE 100 – Eagle
Downingtown, Penna. 19335
215 – 458-5301

GINDY SER
84-20
84-19
84-20

DELIVERY REPORT

Sold To: Arnhem Corp. S.O. # 20094 Date: 9-10

Ship To: Atlantica Ilevy Foot of 23rd st. Bayonne N.J.

Load-out Via: N/a

Delivered by: ☒ Gindy Drive-A-Way ☐ Customer Pick-Up ☐ Gindy Load-Out To: N/a

Model No.: C1124OW-F32 Length: 40' Height: Approx 13'

Tire Size: 16X20, 12 ply. Make of Tires: Mentor

Type of Floor: N/a Type Suspension: H-7700T

Fleet No.: TLCC 30033, 30018, 3003

Physical Location of Unit: Eagle (Lebanon) Martinsville Downingtown Other Posted By: G.

Material To Be Shipped with Unit? ☐ Yes ☒ No Seal No.: N/a Shipping Order No.: N/a

SPECIAL INSTRUCTIONS AS FOLLOWS: Trade Due ☐ C.O.D. ☐ Other

Obtain hard hats.

Workmen Hrs: 8-4pm.

Material Needed: 6"x6"x8' 12pc, 2"x6"x3' 16pc.

Contact: Capt Operations Phone No.: 1-212-363-3573

Unit Received As Specified By: [illegible]

Date Unit Received: [illegible]

Driver Making Delivery: [illegible]

Reason For Non-delivery or Non-Pickup of Trade:

Disposition:

L 0902

Gindy DF 1/0

CUSTOMER COPY

159a

Dfs Ex. N-3 L 0847

11/15/24

GINDY MANUFACTURING CORPORATION

ROUTE 100 – Eagle
Downingtown, Penna. 19335
215 – 458-5301

GINDY SERIAL NO
84216
84185
84203

DELIVERY REPORT

Sold To: Tribeca Corp. S.O. # 20094 Date: 2-25 19

Ship To: Tribeca Living, West of 23rd st. Bklyn N.Y. Load-out Via: n/a

Delivered by: ☒ Gindy Drive-A-Way ☐ Customer Pick-Up ☐ Gindy Load-Out To: n/a

Model No.: 44H240WF32 Length: 40' Height: Approx 13'

Tire Size: 10x20, 12 ply Make of Tires: Bandag Traili

Type of Floor: n/a Type Suspension: H-7700T

Fleet No.: Tlcc 30043, 30012, 30030

Physical Location of Unit: Eagle Downingtown (Lebanon) Martinsville Other Posted By: R.

Material To be Shipped with Unit? ☐ Yes ☒ No Seal No.: n/a Shipping Order No.: n/a

SPECIAL INSTRUCTIONS AS FOLLOWS: Trade Due ☐ C.O.D. ☐ Other

Wagon and steel stakes.

Delivery Hrs: 8-4 pm

Steel Stakes: 6"x4"x8' 10pc, 2"x6"x3' 16pc.

Contact: Capt. Hamilton Phone No.: 212-363-3573

Unit Received As Specified By:

Date Unit Received:

Driver Making Delivery:

Reason For Non-delivery or Non-Pickup of Trade:

Disposition:

L 0847

Gindy DP 100

CUSTOMER COPY

160a

PLT Ea. 1
11/25/44 (8-)

TERMINAL - PIER FOOT 23rd STREET

READY	DOWN	LOADED	ON ROAD	ATLANTIC JAMAICAN	ATLANTIC BERMUDIAN	DEAD

Delta

CHASSIS No. AT/Z-162-031

DATE-OUT	CONT. No.	DATE-IN
Rec'd. New (Completed)		7/28/71
9-1-71	208 902-6	9/7/71
(9/10/71 SENT TO BALTO. WITH Chassis 208 905-B)		
11/15/71 - Pan from Transfer Plate & P3 Body to Chassis Temp. Body Bolt - for Plug Body Testing Operation to Dlr. 11/18 at Richmond, Va.		
(Va) 2/2/72	(208 917-6)	2/8
2/12 - R. Va. Va. Rd. - V. 11/15 to Balto. 2/16		
	Plt' Ex 2 Box #2 11/27/74 (S)	

B-W 240

CHESTER, BLACKBURN & RODER, INCORPORATED
Steamship Agents & Ship Brokers
One World Trade Center, Suite 1035, New York, N.Y. 10048 • (212) 432-1700 • Cable: Cheblarod

TWX: NY 212-640-4795
W.U. Domestic: 126235
Telex:
RCA: NY 222533
ITT: NY 420751
OSLO: 18266

January 31, 1973

Plt's Ex. 3
In #? 11/15/74

The New York City Police Department
72nd Precinct
29th Street and Fourth Avenue
Brooklyn, New York 11232

Attention: Mr. Del Gaudio

Dear Sir:

With reference to my letter of January 18, 1973 and our phone conversation of January 23, 1973, enclosed is a report on the missing chassis from the Foot of 23rd Street Pier, Brooklyn, New York:

23' 6" CHASSIS	40' CHASSIS
ATLZ 162002	ATLZ 104021
ATLZ 162037	TLCC 30003
	TLCC 30018
	TLCC 30030
	TLCC 30046

ITEM: ATLZ 162002

Color: Blue
Manufacturer: Gindy
Length: 23' 6" gooseneck chassis
Owner: Intermodal Transportation Systems, Inc.
70 Hudson Street
Hoboken, New Jersey
Lessee: Atlantic Lines, Ltd.
Value: $2,100.00
License Plate #: 77-475 - TLT Plate #: 911158
Last known location: Foot of 23rd Street, Brooklyn, New York
(per attached Equipment Interchange - 9/28/72)

ITEM: TLCC 30003

Color: Blue
Manufacturer: Gindy
Length: 40 foot, eight (8) twist lock chassis
Owner: Thriftway Leasing Company
157 Haynes Avenue
Newark, N. J. 07114

Cont'd....

163a

Lessee: Atlantic Lines, Ltd.
License Plate #: 134 343 - TMT Plate #: H 25853
Value: $3,400.00
Last location: Foot of 23rd Street, Brooklyn, New York - 10/30/72

ITEM: ATLZ 162031

Color: Blue
Manufacturer: Gindy
Length: 23' 6" gooseneck chassis
Owner: Intermodal Transportation Systems, Inc.
70 Hudson Street
Hoboken, New Jersey
Lessee: Atlantic Lines, Ltd.
Value: $2,100.00
License Plate #: 77-480 - TMT Plate # 911163
Last location: Foot of 23rd Street, Brooklyn, New York
(Discharged from Atlantic Jamaican, 2/15/72)

ITEM: ATLZ 104021

Color: Blue
Manufacturer: Gindy
Length: 40' chassis
Owner: Intermodal Transportation Systems, Inc.
70 Hudson Street
Hoboken, New Jersey
Lessee: Atlantic Lines, Ltd.
Value: $2,200.00

License Plate #: 77-514 - TMT Plate # 911197
Last location: Foot of 23rd Street, Brooklyn, New York - 9/29/72

ITEM: TLCC 30018

Color: Blue
Manufacturer: Gindy
Length: 40 foot eight (8) twist lock chassis
Owner: Thriftway Leasing Company
157 Haynes Avenue
Newark, New Jersey 07114
Lessee: Atlantic Lines, Ltd.
Value: $3,400.00
License Plate #: 134-358 - TMT Plate # H 25868
Last location: Foot of 23rd Street, Brooklyn, New York - 8/1/72

ITEM: TLCC 30046

Color: Blue
Manufacturer: Gindy
Length: 40 foot

Cont'd...

Owner: Thriftway Leasing Company
157 Haynes Avenue
Newark, New Jersey 07164
Lessee: Atlantic Lines, L'
Value: $3,400.00
License Plate #: 134-386 - TNT Plate #: H 25896
Last location: Foot of 23rd Street, Brooklyn, New York - 11/15/72

Very truly yours,

CHESTER, BLACKBURN & RODER, INC.
As Agents for ATLANTIC LINES, LTD.

Joseph E. Moran, Jr.

JEM/nb

P2 of 5
Ex. 4
For ID 11/25/74

February 2, 1973

Intermodal Transportation Systems, Inc.
70 Hudson Street
Hoboken, New Jersey

Attention: Mr. Len Van Ordum

Dear Sir:

As per our phone conversation this date, the following equipment has been reported to the New York City Police Department and our insurance company as missing:

ATLZ 102002
ATLZ 162031
ATLZ 104021

We enclose for your information and files copy of our letter dated January 31, 1973 to the 72nd Precinct, Brooklyn, New York.

Very truly yours,

CHESTER, BLACKBURN & RODER, INC.
As Agents for ATLANTIC LINES, LTD.

Joseph E. Moran, Jr.

JEM/nb

166a

Pltfs Ex. 5
MFD 11/5/74

February 2,1973

Thriftway Leasing Co.
157 Haynes Avenue
Newark, New Jersey 07114

Attention: Mr. Howard Marx

Dear Sir:

As per our phone conversation this date, the following equipment has been reported to the New York City Police Department and our insurance company as missing:

TLCC 30003
30018
30030
30046

We enclose for your information and files copy of our letter dated January 31, 1973 to the 72nd Precinct, Brooklyn, New York.

Very truly yours,

CHESTER, BLACKBURN & RODER, INC.
As Agents for ATLANTIC LINES, LTD.

Joseph E. Moran, Jr.

JEM/nb
Encl.

167a

Plt's Ex. 6
for ID

12 June 1973

The New York Police Department
72nd Precinct
29th Street and Fourth Avenue
Brooklyn, New York 11232

Gentlemen:

Further to our letter of 14 May 1973, we wish to advise that chassis ATLCC 30045 has been found.

It was found stripped of its rims and tires in a vacant lot near Pier 9A and B, on Kane Street. Our identifying number was painted out but the chassis was identified by its' serial number 84219.

We have made arrangements to load this chassis on a low-boy and transport it back to our pier on June 14.

We have also located containers SCIU [illegible]S.2 and SCIU [illegible].2. These containers were found in a public terminal in Miami, Florida and have been placed back into our system.

Very truly yours,

CHESTER, BLACKBURN & ROPER, INC.
As Agents for ATLANTIC LINES, LTD.

R. Ross Camardella
Vice President

RRC/cm

cc: Mr. Wm. Sandler

EX 13 C.3

168a

Pltfs Ex. 7
11/25/74 (IV) In D

29 November, 1973

Mr. Robert M. Close
Vice President
Despard International
Fred S. James & Company, Inc.
55 Water Street
New York, N. Y. 10041

Re: American Motorists Insurance Company
Policy No. O M 50082
Your No. 73-142-1

Dear Mr. Close:

You may remember that forty-foot chassis number TLCC 30048, which we had reported as missing on January 31, 1973, was found on June 12, 1973, in a vacant lot in Brooklyn.

The condition of the chassis, when found, was that all wheels, rims and tires had been stripped from it and the landing gear was broken. The identifying number had been painted out, but the chassis was identified by its serial number 84219.

We sent the chassis to our Miami repair facility for repair.

We enclose the invoices for the repairs totalling $2,076.80 and would appreciate payment at your earliest convenience. The 1973 depreciated value of the chassis was $2,639.00.

Yours very truly,

WILLIAM SEMBLER

CHESTER, BLACKBURN & RODER, INC.
As Agents for ATLANTIC LINES LTD.

cc: Mr. S. F. Ting
Mr. R. R. Camardella

/lwc

169a

BEST COPY AVAILABLE

FWS CORPORATION

FLORIDA WELDING SERVICES CORP.

7490 N.W. 80th St. MIAMI, FLA. 33166 - PHONE: 888-7435

INVOICE № 2307

INVOICE DATE

October 9, 1973

SHIPPED TO

Plt's Ex. 8
In ID 11/27/74
(E)

SOLD TO

Marine Terminals
1040 Biscayne Blvd.
Miami, Fla. 33132

OUR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	F.O.B. OR C.O.
		O. Morales	Net 30 days		

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Chassis Gindy Model # CH-240[illegible]32 Serial# 84219		
	Replace one complete set of landing gears.		
	Replace 8 ea. new rims.		
	Replace 4 ea. spacers.		
	Replace 20 ea. wheel studs & nuts.		
	Reboard 6 ea. studs.		
	Replace 4 ea. double contact stop lights.		
	Replace 2 mud flaps.		
	Replace 7 ea. transit lights (clearance).		
	Replace 2 brake diaphragm.		
	Repair complete brake system.		
	Replace two glad hands.		
	Unfreeze 8 ea. locking pins.		
	Replace 3 ea. locking pin handles.		
	Grease all unit.		
	Replace one male stud clamp.		
	Replace 2 ea. 3/8 unions.		
	Material:		$ 485.
	Labor:		735.
			$ 1220.
	4% Sales Tax:		48.
	Thank You !		$ 1268.

INVOICE

170a

BEST COPY AVAILABLE

171-a

Marine Terminals, Inc.
1040 Biscayne Blvd.
Miami, Florida 33132

3962

REPAIR ORDER

QUAN.	NUMBER	DESCRIPTION	PRICE
	PARTS		

ENTERED

MAY 16 1975

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REFERRED TO EL DPL

- - - - - - - - - - - - - - - - - - x

ATLANTIC LINES LIMITED,

Plaintiff,

-against-

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant.

- - - - - - - - - - - - - - - - - - x

74 Civil 2544 (MEL)

ORDER AND STIPULATION OF ADDITIONAL FACTS

Filed
MAY 20, 1975
USDC
SDNY

In addition to the facts set forth in the Stipulation of Agreed Facts dated September 9, 1974, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the undersigned attorneys for the parties hereto that:

1. Chassis number TICC 30018, on lease to the plaintiff during the time of the alleged loss herein (paragraph (3) of the Stipulation of Agreed Facts dated September 9, 1974), has been located and returned to the plaintiff under the following circumstances:

Mr. John Dooley is employed by and is the container coordinator for American President Lines, Ltd. at the Pittston Terminal, Berth 72, Shed 3020, Port Elizabeth, New Jersey. On or about November 27, 1974, there was adjacent to the Pittston Terminal, Berth 72, an unoccupied and unfenced open area forming a part of the Port Elizabeth Port Authority Marine Terminal and known as Berths 76 and 78. Shed 3020, where Mr. Dooley is employed, is immediately adjacent to said open area known as Berths 76 and 78.

On or about November 27, 1974, Mr. Dooley, in furtherance of his duties as container coordinator for American President Lines, Ltd., visited said open area to determine whether certain

chassis abondoned in the open area might be owned by or leased to his employer. Mr. Dooley discovered that the mudflaps on one of the chassis abondoned in the open area had inscribed thereon the notation "Thriftway Leasing". Mr. Dooley took the manufacturer's serial number etched on the serial number plate on this chassis and contacted Thriftway Leasing, parent corporation and sole owner of the lessor, Ambey Corporation, and was informed that the chassis was lessor's serial number TLCC 30018, which chassis had been reported as lost by the lessee, plaintiff herein. Mr. Dooley was further informed that the lessee had paid the lessor, Ambey Corporation, the depreciated value of the chassis as of the alleged date of loss, January 18, 1973 (paragraph (4)(b) of the Stipulation of Agreed Facts dated September 9, 1974), thereby becoming the owner of said chassis.

American President Lines, Ltd. returned chassis TLCC 30018 to the plaintiff. Before the alleged loss herein said chassis had the lessor's identification number, TLCC 30018, in large block letters and numbers prominently painted on both sides of the body of the chassis. When the chassis was returned to plaintiff, as aforesaid, the large block letters and numbers, TLCC 30018, had been completely obliterated.

2. Chassis number TLCC 30046, which chassis was on lease to the plaintiff during the time of the alleged loss herein (paragraph (3) of the Stipulation of Agreed Facts dated September 9, 1974), was located and returned to the plaintiff stripped of many of its valuable parts.

Dated: New York, N. Y.
May 16, 1975

HILL, BETTS & NASH

By _____
A Member of the Firm
Attorneys for Plaintiff
One World Trade Center
Suite 5215
New York, New York 10048

DOUGHERTY, RYAN, MAHONEY,
PELLEGRINO & GIUFFRA

By _____
Robert Giuffra
A Member of the Firm
Attorneys for Defendant
576 Fifth Avenue
New York, New York 10036

(Signed by John P. Love
for Robert Giuffra
pursuant to telephone
authority on
May 16, 1975)

APPROVED - May 19, 1975

Morris E. Lasker
United States District Judge

#5237
RJG:kr

ENTERED

OCT 17 1975

REFERRED TO EL/JPL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

ATLANTIC LINES LIMITED,

Plaintiff,

- against -

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant.

----------x

AFFIDAVIT OFFER OF PROOF

74 Civ. 2544(MEL)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

JAMES P. MCEVOY being duly sworn deposes and states that if he was called to testify in connection with the captioned matter he would testify as follows:

1. That he is the Manager of the Marine Claims Department for Kemper Insurance Co. which is licensed to do business in the State of New York.

2. That he has been employed and associated with the marine claims adjustment field for about 13 years and is thoroughly familiar with insurance policies issued by ocean and inland marine insurance companies as well as the interpretation and intention of insurance carriers issuing policies to cover claims for losses sustained.

3. Your deponent besides having actual experience in the interpretation of ocean and inland marine policies by virtue of employment, has attended classes and seminars at the College of Insurance wherein in depth review of insurance policies, their interpretation and intention were considered and reviewed.

4. Your deponent has examined policy No. OM-50082 issued by American Motorist Insurance Co., and described as "Container and Chassis policy" which was issued to the plaintiff to cover loss or damage to containers or chassis owned or operated by the plaintiff.

5. Your deponent specifically considered Clause 7a of the policy which was as follows:

> "to pay for physical loss or damage to the property insured from any external cause except as excluded below".

6. That it is your deponent's opinion that coverage under the aforesaid policy only becomes effective when there is direct or circumstantial proof that a loss occurred because of a casualty or a specific event which can be demonstrated.

7. In your deponent's opinion the aforesaid policy was not intended to cover a situation where the loss would be denominated as an inventory loss, namely, that the equipment could not be located within the assured's system. This would occur when there is no specific event showing the circumstances of the loss but merely that the equipment could not be located within the assured's inventory at a time when a thorough and complete check was made.

8. This interpretation is consistent with the responsibility of an assured to take proper precautions to prevent the loss of personal property to include, the requirements to maintain proper and complete records of all movements of the equipment within an assured's system.

9. Your deponent's opinion as expressed is consistent with the interpretation and intention of all Underwriters

issuing policies of insurance throughout the insurance industry and is in accord with general principles of insurance coverage by those issuing policies of insurance and in the adjustment of claims.

Sworn to before me this
9th day of October, 1975.

Phyllis Reals

PHYLLIS REALS
Notary Public, State of New York
No. 21 5509585
Qualified in Kings County
Commission Expires March 30, 1977

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
----------X

ATLANTIC LINES LIMITED,

Plaintiff,

74 Civ. 254

-against-

MEMORANDUM

AMERICAN MOTORISTS INSURANCE COMPANY,

Defendant.
----------X

APPEARANCES:

HILL, BETTS & NASH, ESQS.
Suite 5215
One World Trade Center
New York, New York10048
Attorneys for Plaintiff
Of Counsel: EDWIN LONGCOPE, ESQ.
JOHN P. LOVE, ESQ.

DOUGHERTY, RYAN, MAHONEY, PELLEGRINO & GIUFFRA, ESQS.
576 Fifth Avenue
New York, New York 10036
Attorneys for Defendant
Of Counsel: ROBERT J. GIUFFRA, ESQ.

LASKER, D.J.

This suit arises from a dispute regarding the scope of coverage and burden of proof under an insurance policy issued by American Motorists Insurance Company (American Motorists) to Atlantic Lines, Ltd. (Atlantic).

Beginning in April, 1971, Atlantic Lines leased approximately 700 pieces of equipment including chassis and containers to use on board two vessels which Atlantic operated as a liner service between New York and various ports. When Atlantic terminated the service in the fall of 1972, it discovered that certain of the leased chassis and containers were missing from its inventory. Although some of the lost equipment has been recovered, one chassis which was found was damaged and repaired at Atlantic's expense. Two containers and six chassis have not been found. Atlantic admits its complete ignorance as to the cause of the equipment's disappearance or its present whereabouts. American Motorists disclaims liability for the six items and the repair cost of the chassis, asserting that there is no coverage under the policy for lost equipment and that, in any event, Atlantic Lines has not met its burden of establishing that the equipment is no longer in existence or within its inventory. In lieu of presenting oral testimony, the parties submitted a stipulation of agreed facts and the deposition of R. Ross Camar-

della, General Manager in Charge, Container Division, Atlantic Lines. The parties specifically declined to present testimony as to the interpretation given the contract by the custom of the trade.

I. Scope of Coverage

Both parties agree that the policy in issue was in effect at the time the alleged losses occurred. (Order and Stipulation of Agreed Facts, ¶2) It provides in part:

> "Coverage--
> To pay for physical loss or damage to the property insured ... from any external cause except as excluded below." (Clause 7.A of addendum to policy dated September 22, 1971)

There is no contention that any of the specific exemptions apply in the present case. American Motorists' position is simply that the clause quoted above does not include coverage for theft, mysterious disappearance of the equipment, or inventory loss. The insurance company interprets the phrase "physical loss or damage to the property" to mean that coverage is provided only for damage to the equipment, not loss of the property.

This exceedingly narrow reading is not entirely persuasive as a matter of grammatical analysis. In any event, it is at odds with the wording of other provisions in the same contract. For example, immediately following the basic coverage section, the policy contains two

sections under the heading "Exclusions" which read in part:

> "This insurance also covers damage, theft ... or destruction of the property insured [and] destruction of or damage to the property directly caused by persons acting maliciously." (Ex. A to Order and Stipulation of Agreed Facts, ¶9)
>
> * * * *
>
> "[I]n case of any loss or misfortune ... no acts of the Assurers or of the Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment." (¶11)

These sections, as well as others, specifically contemplate coverage in the event of theft or "any loss," and do not limit recovery to instances in which the property is only damaged. Although other provisions in the contract specifically state that their terms are enforceable "notwithstanding anything herein to the contrary,"-- or enforceable despite their inconsistency with other contract provisions, including the coverage clause -- the coverage for theft and "any loss" does not include such language.[1/] It is reasonable to assume, therefore, that those particular provisions are <u>not</u> contrary to the general coverage provision and that the coverage for "physical loss or damage" does contemplate coverage for loss as well as damage.

The parties have pointed to no cases which deal

with this particular issue and we have found none. However, the contract clause in dispute is termed an "all risks clause" and creates a policy:

> "[in which] the insured event is defined in terms of loss of or injury to the thing insured. Such policies are used to cover risks of events too heterogeneous for exhaustive definition." Patterson, Essentials of Insurance Law 239 (1957).

An all-risks policy has been defined by courts as providir coverage against any loss which is fortuitous, even if caused by the negligence of the insured or its employees. Redna Marine Corporation v. Poland, 48 F.R.D. 81, 87 (S.D. N.Y. 1969). To interpret the phrase as American Motorists suggests would unduly restrict a policy provision that has been given consistently broad reading by treatises and courts. See, e.g., Northwestern Mutual Life Ins. Co. v. Linard, 498 F.2d 566, 561 (2d Cir. 1974) and authorities cited therein.

II. Burden of Proof

American Motorists argues that in any event Atlantic has not met its burden of establishing that a fortuitous loss occurred. Atlantic claims that its burden has been discharged by showing that it no longer has control of or knowledge as to the location of the equipment.

The burden of proof is normally on the insured to demonstrate that a loss arose from a covered peril. Northwestern Mutual Life Insurance Co. v.Linard, supra, 498 F.

2d at 561; S. Felicione & Sons Fish Co. v. Citizens Casualty Co., 430 F. 136, 138 (5th Cir. 1970), cert. denied, 401 U.S. 939 (1971). However, in the case of an all risks policy, the insured need only demonstrate that a loss occurred and that it resulted from a fortuitous event. The underwriter must then demonstrate that an exception to coverage under an exclusionary clause in the contract applies. Redna Marine Corp. v. Poland, supra.

Atlantic's claim that the equipment is lost is persuasive despite American Motorist's suggestion that it may still be in existence. Webster's Dictionary defines "lost" as including the meanings: "no longer visible," "ruined or destroyed," and "taken away or beyond reach or attainment." It is much less clear, however, that Atlantic has met its burden of proving that the loss was fortuitous.

During the time that the liner service was in operation, Atlantic Lines maintained a system to account for the location of all leased containers and chassis. These records have been destroyed, and it is therefore impossible to establish the date the equipment was lost, its last recorded location, or any facts which might afford some clue as to the cause of its disappearance.

Where the evidence that a loss is covered by the policy is equal to the evidence that there is no coverage, the insured's claim fails. Northwestern Mutual Life In-

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surance Co. v. Linard, supra, 498 F.2d at 562. A party normally demonstrates that a loss was fortuitous by proving the cause of its absence. In the present case, there is no evidence at all on this subject.

Atlantic argues that the probability that the losses were fortuitous is greater than not and that the insurance company is therefore bound to reimburse it under the contract. To support this contention, Atlantic points to the history of the equipment which was originally lost but subsequently recovered. Two containers were found in an open terminal in Florida. Atlantic had misplaced them and thereafter found that a carrier, not operated by it, had inadvertently picked them up. (Deposition of R. Ross Camardella, at p. 88). Another chassis was found in a vacant lot in Brooklyn, stripped of its valuable parts. (Order and Stipulation of Additional Facts, ¶2) If Atlantic's negligence caused the disappearance of the equipment which is still lost, as was true of the containers, the insurance company would be liable, for such a loss is considered fortuitous and within the coverage of an all risks insurance clause. C. H. Leavell & Co. v. Fireman's Fund Ins. Co., 372 F.2d 784 (9th Cir. 1974); New York, New Haven & Hartford R.R.Co. v. Gray, 240 F.2d 460 (2d Cir.), cert. denied, 353 U.S. 966, rehearing denied, 354 U.S. 943 (1957); Redna Marine Corp. v. Poland, supra. Moreover, if

the losses at issue resulted from theft within the United States, as in the case of the stripped chassis, American Motorists would also be liable as a result of the contract itself which provides:

> "While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the Canal Zone, the Virgin Islands and Canada, this insurance is extended to cover damage, theft, pilferage, breakage or destruction of the containers insured directly caused by 'Vandalism'". (¶9) (emphasis in original)

To rely as Atlantic suggests on the known fate of some of the equipment as evidence of the probable fate of other containers and chassis would be to engage in mere speculation. Such conjecture in and of itself cannot carry the burden of establishing that the loss is covered. See Northwestern Mutual Life Insurance Co. v. Linard, supra, 498 F.2d at 558, 562. Thus, we are left as at the start with a balance of proof - or lack of proof. The scales being equal, Atlantic's claim must fail.

It is true that the burden of proof is as a matter of law cast on the insured "basically because [it] has more information more readily available," (Northwestern Mutual, supra, 498 F.2d at 562) and that here Atlantic knows nothing more than American Motorists does. Nevertheless the lack of knowledge can hardly be charged against the

insurer; it is reasonable that that much of the risk of loss should be borne by the insured.

For the reasons stated above, the complaint is dismissed.

It is so ordered.

Dated: New York, New York
February 3, 1976.

MORRIS E. LASKER
U.S.D.J.

FOOTNOTE

1. For example, paragraph 8B(1) of the contract provides:

> "Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest ..."

Paragraph 8B(2) contains the proviso that:

> "Nothing in these clauses shall be construed to include or cover any loss ... resulting from:
>
> (a) change in temperature or humidity..."

Received by
Dougherty, Ryan, Mahoney,
Pellegrino & Giuffra

May 19, 1976

RG